

It is our mission to deliver quality healthcare to the residents of and visitors to BigBearValley through the most effective use of available resources.

VISION

To be the premier provider of emergency medical and healthcare services in our BigBearValley.

BOARD OF DIRECTORS BUSINESS MEETING AGENDA

Wednesday, September 12, 2018 @ 1:00 p.m. – Hospital Conference Room 41870 Garstin Drive, Big Bear Lake, CA 92315

(Closed Session will be held upon adjournment of Open Session as noted below. Open Session will reconvene @ approximately 3:00 p.m. –Hospital Conference Room 41870 Garstin Drive,

Big Bear Lake, CA 92315)

Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are on file in the Chief Executive Officer's Office and are available for public inspection or purchase at 10 cents per page with advance written notice. In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if you need special assistance to participate in a District meeting or other services offered by the District, please contact Administration (909) 878-8214. Notification at least 48 hours prior to the meeting or time when services are needed will assist the District staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service. **DOCUMENTS RELATED TO OPEN SESSION AGENDAS (SB 343)**-- Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the public counter located in the Administration Office, located at 41870 Garstin Drive, Big Bear Lake, CA 92315. For questions regarding any agenda item, contact Administration at (909) 878-8214.

OPEN SESSION

1. CALL TO ORDER

Rob Robbins, President

2. PUBLIC FORUM FOR CLOSED SESSION

This is the opportunity for members of the public to address the Board on Closed Session items. (Government Code Section 54954.3, there will be a three (3) minute limit per speaker. Any report or data required at this time must be requested in writing, signed and turned in to Administration. Please state your name and city of residence.)

3. ADJOURN TO CLOSED SESSION*

CLOSED SESSION

- 1. CHIEF OF STAFF REPORT/QUALITY IMPROVEMENT: *Pursuant to Health & Safety Code Section 32155
 - (1) Chief of Staff Report
- 2. HOSPITAL QUALITY/RISK/COMPLIANCE REPORTS: *Pursuant to Health & Safety Code Section 32155
 - (1) Risk / Compliance Management Report
 - (2) QI Management Report
- 3. TRADE SECRETS: Pursuant to Health and Safety Code Section 32106, and Civil Code Section 3426.1

Hologic Service Agreement (Disclosure 09/12/18)
 Cannon Medical Systems Service Agreement (Disclosure 09/12/18)
 Andy Meadors Service Agreement (Disclosure 09/12/18)

(4) Cary Stewart, M.D. SNF Director Agreement (Disclosure 09/12/18)

OPEN SESSION

1. CALL TO ORDER Rob Robbins, President

2. ROLL CALL Shelly Egerer, Executive Assistant

3. FLAG SALUTE

4. ADOPTION OF AGENDA*

5. RESULTS OF CLOSED SESSION

Rob Robbins, President

6. PUBLIC FORUM FOR OPEN SESSION

This is the opportunity for persons to speak on items of interest to the public within subject matter jurisdiction of the District, but which are not on the agenda. Any person may, in addition to this public forum, address the Board regarding any item listed on the Board agenda at the time the item is being considered by the Board of Directors. (Government Code Section 54954.3, there will be a three (3) minute limit per speaker. Any report or data required at this time must be requested in writing, signed and turned in to Administration. Please state your name and city of residence.)

PUBLIC RESPONSE IS ENCOURAGED AFTER MOTION, SECOND AND PRIOR TO VOTE ON ANY ACTION ITEM

7. DIRECTORS' COMMENTS

8. INFORMATION REPORTS

A. Foundation Report

Holly Elmer, Foundation President

B. Auxiliary Report

Gail Dick, Auxiliary President

9. CONSENT AGENDA*

Notice to the Public:

Background information has been provided to the Board on all matters listed under the Consent Agenda, and the items are considered to be routine by the Board. All items under the Consent Agenda are normally approved by one (1) motion. If discussion is requested by any Board Member on any item; that item will be removed from the Consent Agenda if separate action other than that as stated is required.

- A. August 15, 2018 Special Board of Directors Meeting Minutes: Shelly Egerer, Executive Assistant
- B. August 2018 Planning & Facilities Report: Michael Mursick, Plant Director
- C. August 2018 Human Resource Report: Erin Wilson, Human Resource Director
- **D.** August 2018 Infection Prevention Report: Heather Loose, Infection Preventionist
- **E.** Policies & Procedures:
 - (1) Cash Handling
 - (2) Extended Sick Leave
 - (3) FMLA/CFRA Leaves of Absence
 - (4) Meal and Rest Breaks
 - (5) Paid Time Off
- **F.** Board of Directors; Committee Meeting Minutes:
 - (1) June 28, 2018 Planning & Facilities Committee Meeting Minutes
 - (2) June 20, 2018 Special Human Resource Committee Meeting Minutes
 - (3) July 03, 2018 Finance Committee Meeting Minutes
 - (4) August 13, 2018 Finance Committee Meeting Minutes

10. OLD BUSINESS*

- **A.** Discussion and Potential Approval of the Following Service Agreements:
 - (1) Hologic Service Agreement
 - (2) Cannon Medical Systems Service Agreement
 - (3) Andy Meadors Service Agreement

11. NEW BUSINESS*

A. Discussion and Potential Approval of Cary Stewart, M.D. SNF Director Agreement

B. Discussion and Potential Approval of Resolution Number 18-456 Conflict of Interest Code Adopting An Amended Appendix of the Conflict of Interest Code Pursuant to the Political Reform Act of 1974

12. ACTION ITEMS*

A. Acceptance of QHR Report

Ken Ward, QHR

(1) September 2018 QHR Report

B. Acceptance of CNO Report

Kerri Jex, Chief Nursing Officer

(1) August 2018 CNO Report

C. Acceptance of the CEO Report

John Friel, Chief Executive Officer

(1) August 2018 CEO Report

D. Acceptance of the Finance Report & CFO Report

Garth Hamblin, Chief Financial Officer

- (1) July 2018 Financials
- (2) September 2018 CFO Report

13. ADJOURNMENT*

* Denotes Possible Action Items

BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT SPECIAL BUSINESS BOARD MEETING MINUTES 41870 Garstin Drive, Big Bear Lake, Ca. 92315 August 15, 2018

PRESENT: Rob Robbins, President

Gail McCarthy 1st Vice President

Jack Roberts, 2nd Vice President

Donna Nicely, Treasurer

Peter Boss, MD, Secretary

John Friel, CEO

Shelly Egerer, Exe. Assistant

ABSENT:

Gail Dick, Aux. President

Sheri Mursick

Holly Elmer, Foundation President

STAFF:

Garth Hamblin

Erin Wilson

Steven Knapik, DO

Kerri Jex

Mary Norman

OTHER:

Ron Vigus, QHR

COMMUNITY

MEMBERS: V

Wes Krause

OPEN SESSION

1. CALL TO ORDER:

President Robbins called the meeting to order at 1:00 p.m.

CLOSED SESSION

1. PUBLIC FORUM FOR CLOSED SESSION:

President Robbins opened the Hearing Section for Public Comment on Closed Session items at 1:00 p.m. Hearing no request to make public comment, President Robbins closed Public Forum for Closed Session at 1:01 p.m.

2. ADJOURNED TO CLOSED SESSION:

President Robbins motioned to adjourn to Closed Session at 1:01 p.m. Second by Board Member Roberts to adjourn to Closed Session. President Robbins called for a vote. A vote in favor of the motion was 5/0.

- Board Member Boss yes
- Board Member Nicely- yes
- President Robbins yes
- Board Member McCarthy yes
- Board Member Roberts yes

RECONVENE TO OPEN SESSION

1. CALL TO ORDER:

President Robbins called the meeting to Open Session at 3:00 p.m.

2. ROLL CALL:

Rob Robbins, Gail McCarthy, Jack Roberts, Donna Nicely, and Peter Boss, MD were present. Also, present were John Friel, CEO and Shelly Egerer, Executive Assistant.

3. FLAG SALUTE:

Mr. Krause led the flag salute and all present participated.

4. ADOPTION OF AGENDA:

President Robbins called for a motion to adopt the agenda as presented. Motion by Board Member Boss to adopt the agenda as presented. Second by Board Member Roberts to adopt the agenda as presented. President Robbins called for a vote. A vote in favor of the motion was 5/0.

- Board Member Boss yes
- Board Member Nicely- yes
- President Robbins yes
- Board Member McCarthy yes
- Board Member Roberts yes

5. RESULTS OF CLOSED SESSION:

President Robbins reported that the following action was taken in Closed Session: The following reports were approved.

- Chief of Staff Report:
 - Request for Reappointment:
 - o Richard Alberts, MD Renaissance Radiology
 - o Amir Momtahen, MD Renaissance Radiology
 - Larry Sadler, MD Renaissance Radiology
 - Request for Reappointment:
 - o Edward Perry, MD Emergency Department
 - o Megan Feist, CRNA Nurse Anesthetist
 - Raymond Azab, MD Renaissance Radiology
 - o Michael Hepfer, MD Renaissance Radiology
 - Eugene Choi, MD Renaissance Radiology
 - o Jason Lue, MD Renaissance Radiology
 - Voluntary Resignation
 - o Eric Cordes, MD Renaissance Radiology
 - Risk Report
 - QI Report
 - Conference with legal counsel as completed and the Board rejects the claim by Ms, Riddle

President Robbins called for the vote. A vote in favor of the motion was 5/0.

- Board Member Boss yes
- Board Member Nicely- yes
- President Robbins yes
- Board Member McCarthy yes
- Board Member Roberts yes

6. PUBLIC FORUM FOR OPEN SESSION:

President Robbins opened the Hearing Section for Public Comment on Open Session items at 3:04 p.m. Hearing no request to make public comment. President Robbins closed Public Forum for Open Session at 3:04 p.m.

7. DIRECTORS COMMENTS

- President Robbins reported three Board Members attended the Annual QHR Trustee Conference; Innovation was discussed at length this year. This was very stimulating and provided a lot of great information, encourage your hospital to be in an environment with all staff.
- Board Member McCarthy reported that Labor Day weekend the Quilting Guild will have an event and would love to see staff there.
- Board Member Roberts stated that he is so pleased with the financial position the District is in and thanked Mr. Friel, CEO.

8. INFORMATION REPORTS:

- A. Foundation Report:
 - Mr. Pappas provided the following information:
 - o Three new directors on the Foundation Board
 - o Donor data base management system has been purchased
 - o 2nd Annual Humanitarian of the Year Award in honor of the Breiner's
 - o Tree of Light event is moving along well
 - o 2nd Wine & Cheese party in mid-October

B. Auxiliary Report:

• Ms. Dick was not present to provide a report

9. CONSENT AGENDA:

- A. July 11, 2018 Board of Directors Meeting Minutes: Shelly Egerer, Executive Assistant
- B. July 2018 Planning & Facilities Report: Michael Mursick, Plant Director
- C. July 2018 Human Resource Report: Erin Wilson, Human Resource Director
- D. July 2018 Infection Prevention Report: Heather Loose, Infection Preventionist
- E. Policies & Procedures:
 - (1) Management of Patient with Malignant Hyperthermia (HM)
 - (2) Emergency Department
 - (3) Employee Health
 - (4) FHC/RHC
 - (5) Laboratory Administration
 - (6) Laboratory
 - (7) Nursing Administration
 - (8) Pharmacy Department
 - (9) Physical Therapy Department

- (10) Plant Maintenance, Surgery
- (11) Adult/Elder Abuse Policy
- (12) Surgery Department
- (13) Compliance
- F. Board of Directors; Committee Meeting Minutes:
 - (1) April 26, 2018 Planning & Facilities Committee Meeting Minutes
 - (2) July 03, 2018 Finance Committee Meeting Minutes

Board Member Roberts thanked Ms. Egerer for getting the policies and procedures all titled and added to the memory stick for the Board to review the policies and have easy access.

President Robbins called for a motion to approve the Consent Agenda as presented. Motion by Board Member Nicely to approve the Consent Agenda as presented. Second by Board Member McCartby to approve the Consent Agenda as presented. President Robbins called for the vote. A vote in favor of the motion was 5/0.

- Board Member Boss yes
- Board Member Nicely- yes
- President Robbins -yes
- Board Member McCarthy yes
- Board Member Roberts yes

10. OLD BUSINESS:

- A. Discussion and Potential Approval of the Following Policies & Procedures:
 - (1) Conflict of Interest
 - (2) Board Members Code of Conduct
 - (3) Contracts & Agreements
 - (4) Public Participation at Board of Directors Meeting

President Robbins called for a motion to approve the Policies & Procedures one through four with modifications that Mr. Friel made and as presented. Motion by Board Member Roberts to approve the Policies & Procedures one through four with modifications that Mr. Friel made and as presented. Second by Board Member McCarthy to approve the Policies & Procedures one through four with modifications that Mr. Friel made and as presented. President Robbins called for the vote. A vote in favor of the motion was 5/0.

- Board Member Boss yes
- Board Member Nicely- yes
- President Robbins yes
- Board Member McCarthy yes
- Board Member Roberts yes

11. NEW BUSINESS*

- A. Discussion and Potential Approval of the Following Agreements:
 - (1) Hologic Service Agreement
 - (2) Cannon Medical Systems Service Agreement
 - (3) Clinical Management Consultants
 - (4) Riverside Community Hospital Care Collaboration Agreement
 - (5) Andy Meadors Service Agreement

President Robbins motioned to table contracts one, two and five. Second by Board Member Nicely to table contracts one, two and five. President Robbins called for the vote. A vote in favor of the motion was 5/0.

- Board Member Boss yes
- Board Member Nicely- yes
- President Robbins yes
- Board Member McCarthy yes
- Board Member Roberts no

Board Member Roberts motioned to approve contracts three and four as presented. Second by President Robbins to approve contracts three and four as presented. President Robbins called for the vote. A vote in favor of the motion was 5/0.

- Board Member Boss yes
- Board Member Nicely- yes
- President Robbins yes
- Board Member McCarthy yes
- Board Member Roberts yes

B. Discussion and Information/Update on Bear Valley Community Healthcare District Employee Benefits:

- Ms. Wilson reported that the District went out to bid on several health plans. CalPERS is only increasing a little over 1% and will be providing benefits for the year.
 - o Page 10 reflects cost if we moved to different health plan
 - o We can research benefits on an annual basis
 - o United Healthcare declined to provide bid due to being a hospital
- Board Member Roberts stated there is not a cover report with a recommendation,
 page seven has three different insurance options that are accepted at the district. We
 don't provide staff an option to use our services, is there any money recuperated by
 providing services to our own staff and seems we are taking the options away from
 staff and sending money off the hill. Would have liked to see the options for the
 providers that were not included in the report.
- President Robbins reported that the HR committee was presented with the information and is in support of staying with CalPERS; the committee also discussed the possibility of offering a one-year family membership with Air Methods membership, which the cost is, approximately \$12,000 per year.

President Robbins reported no action required.

C. Discussion and Potential Approval of QHR Travel Expenses for QHR Compliance Program Assessment Not to Exceed \$2,000.00:

Board Member Roberts motioned to approve the QHR Travel Expenses of \$2,000.00 for the Compliance Program Assessment. Second by Board Member McCarthy to approve the QHR Travel Expenses of \$2,000.00 for the Compliance Program Assessment. President Robbins called for the vote. A vote in favor of the motion was 5/0.

- Board Member Boss yes
- Board Member Nicely- yes
- President Robbins yes
- Board Member McCarthy yes
 Board Member Roberts yes

D. Discussion and Potential Approval of Resolution Number 18-455: Adopting a Proclamation for Don & Carol Bremer for the 2018 Humanitarian of the Year Award:

• Mr. Friel reported that the Bremer's are recipients of the Humanitarian of the Year award and thanked the Bremer's for their service on behalf of the District.

Board Member McCartby motioned to approve Resolution Number 18-455: Adopting a Proclamation for Don & Carol Bremer for the 2018 Humanitarian of the Year Award. Second by Board Member Nicely to approve Resolution Number 18-455: Adopting a Proclamation for Don & Carol Bremer for the 2018 Humanitarian of the Year Award. President Robbins called for the vote. A vote in favor of the motion was 5/0.

- Board Member Boss yes
- Board Member Nicely- yes
- President Robbins yes
- Board Member McCarthy yes
- Board Member Roberts yes

E. Discussion and Potential Approval of Supporting the Lakeside Loop and Submitting a Letter of Support:

- Mr. Friel reported that we received a request from City Counsel, asking for our support, the due date is past due but he would like to put it on record regardless of the time frame and felt it was important to show our support.
- The Board of Directors' has granted the CEO or Board President the authority to sign letters of support in the appropriate timeframe as long as there is not financial impact and the CEO is to inform the Board President of any support letters prior to signing documents.

Board Member Roberts motioned to approve Submitting a letter of Support for the Lakeside Loop. Second by Board Member McCarthy to approve Submitting a letter of Support for the Lakeside Loop. President Robhins called for the vote. A vote in favor of the motion was 5/0.

- Board Member Boss yes
- Board Member Nicely- yes
- President Robbins yes
- Board Member McCarthy yes
- Board Member Roberts yes

ACTION ITEMS*

A. Quorum Health Resource Report:

- (1) August 2018 QHR Report:
 - Mr. Vigus reported the following information:
 - o Compliance Assessment will be completed in September.

Board Member Roberts motioned to approve the QHR Report as presented. Second by President Robbins to approve the QHR Report as presented. President Robbins called for the vote. A vote in favor of the motion was 5/0.

- Board Member Boss yes
- Board Member Nicely- yes
- President Robbins yes
- Board Member McCarthy yes
- Board Member Roberts yes

B. CNO Report:

- (1) July 2018 CNO Report:
 - Ms. Jex provided the following information:
 - o Interview process for permanent DON; internal candidate.
 - POC for complaint received will be completed and submitted by the end of the week
 - o ER remodel project has begun, OSHPD & State caused a delay
 - o OR is in need of repair this is in the Capital Budget; paint, flooring needs to be completed if we are going to continue to provide OR services.
 - o RT supervisor position was filled internally, no recruiting service was used.
 - Board Member Roberts stated that a plan needs to be developed to update the OR and Ms. Jex needs to provide the Board information once a plan is in place.

Board Member Roberts motioned to approve the CNO Report as presented. Second by President Robbins to approve the CNO Report as presented. President Robbins called for the vote. A vote in favor of the motion was 5/0.

- Board Member Boss yes
- Board Member Nicely- yes
- President Robbins yes
- Board Member McCarthy yes
- Board Member Roberts yes

C. Acceptance of the CEO Report:

- (1) July 2018 CEO Report:
 - Mr. Friel reported the following information:
 - o Received a grant for \$6,200 for the Mom and Dad Project
 - o Annual employee recognition was conducted. A Luau luncheon was held to recognize 30 employees that equaled 315 years of service with these employees. Managers were also in attendance to support their staff.

Board Member Nicely motioned to approve the CEO Report as presented. Second by Board Member Roberts to approve the CEO Report as presented. President Robbins called for the vote. A vote in favor was unanimously approved 5/0.

- Board Member Boss yes
- Board Member Nicely- yes
- President Robbins yes
- Board Member McCarthy yes
- Board Member Roberts yes

D. Acceptance of the Finance Report:

- (1) June 2018 Financials:
 - Mr. Hamblin reported the following information:
 - o 312 days cash on hand
 - o Surplus approximately \$1million over budget
 - o Another successful year
 - o Medi-Cal settled on the RHC and received \$650,000 for 2011
 - o For 2014 through 2017 also settled which equated to approximately a little over \$1 million
 - o AR days are at mid-70's, significant drop

Board Member Roberts motioned to approve the June 2018 Finance Report as presented. Second by President Robbins to approve the June 2018 Finance Report as presented. President Robbins called for the vote. A vote in favor was unanimously approved 5/0.

- Board Member Boss yes
- Board Member Nicely- yes
- President Robbins yes
- Board Member McCarthy yes
- Board Member Roberts yes

(2) CFO Report:

- Mr. Hamblin reported the following information:
 - o Continue to work on the 340B program. Working closely with Colin Campbell, Pharmacist Director
 - o Productivity Assessment: 2018 data will be used, questionnaire to managers and an on-site assessment

Board Member McCarthy motioned to approve the CFO Report as presented. Second by Board Member Boss to approve the CFO Report as presented. President Robbins called for the vote. A vote in favor was unanimously approved 5/0.

- Board Member Boss yes
- Board Member Nicely- yes
- President Robbins yes
- Board Member McCarthy yes
- Board Member Roberts yes

(3) IT Management Action Plan Update

- Mr. Hamblin reported the following:
 - o Quarterly update provided
 - o There are some major projects that will be completed
 - o Mindray interface is high priority
 - Immediate projects are being prioritized

• The Board would like to have the IT Strategic Plan and Management Plan provided in the same month.

Board Member Nicely motioned to approve the IT Management Action Plan as presented. Second by President Robbins to approve the IT Management Action Plan as presented. President Robbins called for the vote. A vote in favor was unanimously approved 5/0.

- Board Member Boss yes
- Board Member Nicely- yes
- President Robbins yes
- Board Member McCarthy yes
- Board Member Roberts yes

13. ADJOURNMENT:

Board Member Boss motioned to adjourn the meeting at 3:52 p.m. Second by Board Member Nicely to adjourn. President Robbins called for the vote. A vote in favor of the motion was unanimously approved 5/0.

- Board Member Boss yes
- Board Member Nicely- yes
- President Robbins yes
- Board Member McCarthy yes
- Board Member Roberts yes

Bear Valley Community Healthcare District Construction Projects 2018

Department / Project	Details	Vendor and all associated costs	Comments	Camala	
Public Restroom/Acute Kitchen Plumbing Repair Remove the concrete in areas to access damaged plumbing.		Pride Plumbing/Facilities	Public Restrooms Complete, Acute Kitchen in Progress		
Pyxis Replacement	Pyxis equipment is in place and seismic anchors will be installed soon.	Facilities	In Progress, will complete after the ER renovations		
ASHRE 188 Risk Management Plan for Legionellosis	New Mandate for Hospitals	Forensic Analytical Consulting Services Inc.	In Progress		
Hospital- Medical Air Compressor	Compressors is failing and no longer meets code requirments	FS Medical	Equipment is on site, waiting on the design professionals and OSHPD		
ER Renovations	Replace cabinets, flooring, and re-paint	Facilities, Warren Construction, Mike's Custom Flooring	In Progress		
Helipad Review	discuss and potential improvments of the helipad to accomidate flights	Air Methods	In Progess		

Bear Valley Community Healthcare District Repairs Maintenance

Department / Project Details		Vendor and all associated costs	Comments	Commission
FHC- Fire Riser	Raised back flow devices above ground	Bear Valley Paving	Complete	
Business Office- Re-painting	Sand and Re-paint facility	Kenny's Paintng	Complete	
RHC- Re-painting	HC- Re-painting Sand and Re-paint facility		Complete	
Hospital - Re-paint window frames	Sand and Re-paint Frames	Kenny's Painting	In Progress	

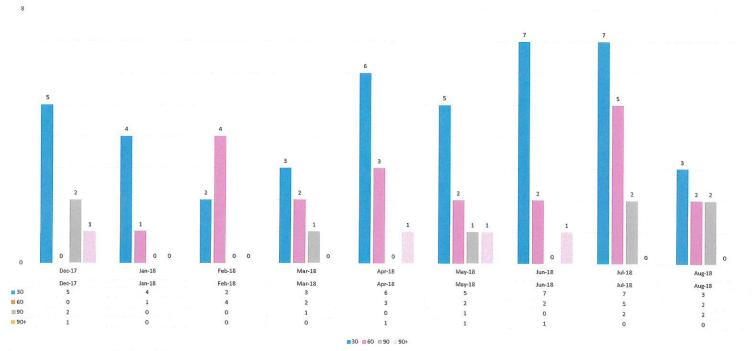


HR Monthly Report August 2018

STAFFING	Active: 208 – FT: 139; PT: 11; Per Diem: 58
	New Hires: 9
	Terms: 4 (2 Voluntary 2 Involuntary)
	Open Positions: 16
EMPLOYEE	DELINQUENT: See attachment
PERFORMANCE	30 days: 3
EVALUATIONS	60 days: 2
	90 days: 2
	90+ days: 0
	MOVING FORWARD: Continue monitoring ongoing annual evaluations.
WORK COMP	NEW CLAIMS: 0
	OPEN: 9
	Indemnity (Wage Replacement, attempts to make the employee financially whole) - 4
	Future Medical Care – 5
	Medical Only - 0
	MOVING FORWARD: Quarterly claims review.
	SAFETY: Working with Beta Loss Prevention for safety initiatives including safety
	rounding.
FILE AUDIT/	FILE AUDIT:
LICENSING	
	All Licenses are up to date
	All items returned from previous month
	7 m Reme Petamea mem previous mentin
	MOVING FORWARD: Obtain required items, continue file audit.
JOB	Job Descriptions: In process (January target date)
DESCRIPTIONS/	
EVALUATIONS	Evaluations: In process (January target date)
2019 BENEFIT	Open enrollment meetings tentatively scheduled for 9/19 and 9/20
REVIEW	

EMPLOYEE EVENTS	Summer cookout 9/21 Planning upcoming Holiday ideas
JUST CULTURE TRAINING	Implementation is in place Training is ongoing

Past Due Evaluations





Infection Prevention Monthly Report

August 2018

TOPIC	UPDATE	ACTION/FOLLOW UP
1. Regulatory	Continue to receive updates from APIC.	 Review ICP regulations.
	 AFL (All Facility Letters) from CDPH have been reviewed. No AFLs related to infection control 	 AFL to be reviewed at Infection Control Committee and Regulatory committee.
	Continue NHSN surveillance reporting.	 Continue Monthly Reporting Plan submissions.
	 Completion of CMR reports to Public Health per Title 17 and CDPH regulations. 2 positive Chlamydia case 1 positive Shigella case 1 positive Syphillis 	
2. Construction	 ER remodel in progress. Pyxis seismic mounting in progress. ICRA permits in place, will revise as needed. 	 Work with Maintenance and contractors to ensure compliance.
3. QI	Continue to work towards increased compliance with Hand Hygiene. Compliance at 84% for July with low response rate. New hand hygiene monitoring tool in effect.	 Continue monitoring hand hygiene compliance.
4. Outbreaks/	o Public Health Report	

Surveillance	 Pertussis outbreak is expected in San Bernardino County. There have been 14 cases since June 17th. Newsletter provided for review. 	 Informational
	 Community Health Report 1 case of C-difficile in an outpatient. 2 Chlamydia 1 Syphillis 1 Shigella 	
5. Policy Updates	 Policies reviewed, approved: Aseptic Barrier Material Discharge of Short-stay and Inpatient Surgical Patients Draping of Patient and Creation of Sterile Field Immediate Use Steam Sterilization 	 Clinical Policy and Procedure Committee to review and update Infection Prevention policies.
6. Safety/Product	 IP gathering manufacturer's instructions for use and cleaning for equipment around the hospital. Will compile in folder for staff to use Ongoing 	 Continue to monitor compliance with approved cleaning procedures.
7. Antibiotic Stewardship	Pharmacist continues to monitor antibiotic usage.	Informational.
8. Education	 ICP continues to attend the APIC meetings in Ontario when possible. IP, (Heather Loose), Sterile Processing, (Jenni Leehy), and Employee health, (Tracy Lewis), attended the Inland Empire chapter of APIC Annual Summer Conference in Ontario. 	 ICP to share information at appropriate committees.
9. Informational	 EVS Terminal cleaning of the OR Suite Competencies done for the staff on cleaning in OR. Monitoring of cleaning will be done also, on a regular 	Informational

basis.

Infection Prevention Rounds for POC IP monitors the following on a monthly / ongoing basis:

- Storage standards are met.
- Cleaning schedule of the autoclaves is up to date.
- Temperature and humidity monitoring and logs are up to date.
- Terminal cleaning is being done in OR, Sterile Processing, and Decontamination and logs are up to date.
- Staff are able to verbalize proper cleaning procedure and solution for the glucometer.
- Staff are able to verbalize proper dwell times for different cleaning solutions.

Heather Loose, BSN, RN

Infection Preventionist

Date: September 4, 2018



Recommendation for Action

Date: August 31, 2018

To: Board of Directors

From: John Friel, CEO

Re: Policies & Procedures

Recommended Action

To approve the following policies & procedures as presented:

- Cash Handling
- Extended Sick Leave
- FMLA/CFRA Leaves of Absence
- Meal and Rest Breaks
- Paid Time Off

Background

All policies have completed the appropriate approval process. The policies & procedures have also been vetted through the appropriate Board of Director Committee's, i.e. Finance Committee and Human Resource Committee.

BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT PLANNING & FACILITIES COMMITTEE MEETING MINUTES June 28, 2018

MEMBERS

Jack Roberts, 2nd Vice President

Rob Robbins, President

Shelly Egerer, Exec. Assistant Michael Mursick, Plant Manager

PRESENT:

John Friel, CEO

STAFF:

Garth Hamblin

ABSENT:

Кетті Јех

COMMUNITY

MEMBERS:

None

OPEN SESSION

1. CALL TO ORDER

Board Member Roberts called the meeting to order at 5:00 p.m.

2. ROLL CALL

Jack Roberts and Rob Robbins were present. Also present were John Friel, CEO, Mike Mursick, Plant Manager and Shelly Egerer, Executive Assistant.

3. ADOPTION OF AGENDA*

Board Member Roberts motioned to adopt the June 28, 2018 agenda as presented. Second by President Robbins to adopt the June 28, 2018 agenda as presented. Board Member Roberts called for the vote. A vote in favor of the motion was unanimously approved.

- Board Member Roberts- yes
- President Robbins yes

CLOSED SESSION

1. PUBLIC FORUM FOR CLOSED SESSION

Board Member Roberts opened the Hearing Section for Public Comment on Closed Session items at 5:00 p.m. Hearing no request to address the Planning & Facilities Committee, Board Member Roberts closed the Hearing Section at 5:01 p.m.

2. ADJOURN TO CLOSED SESSION*

Board Member Roberts motioned to adjourn to Closed Session at 5:01 pm. Second by President Robbins to adjourn to Closed Session. Board Member Roberts called for the vote. A vote in favor of the motion was unanimously approved.

- Board Member Roberts yes
- President Robbins yes

OPEN SESSION

1. CALL TO ORDER:

Board Member Roberts called the meeting to order at 5:30 p.m.

2. RESULTS OF CLOSED SESSION:

Board Member Roberts stated there was no reportable action taken in Closed Session.

3. PUBLIC FORUM FOR OPEN SESSION:

Board Member Roberts opened the Hearing Section for Public Comment on Open Session items at 5:30 p.m. Hearing no request to address the Planning & Facilities Committee, Board Member Roberts closed the Hearing Section at 5:30 p.m.

4. DIRECTOR'S COMMENTS:

None

5. APPROVAL OF MINUTES:

A. April 26, 2018

Board Member Roberts motioned to approve the April 26, 2018 minutes as presented. Second by President Robbins to approve the April 26, 2018 minutes as presented. Board Member Roberts called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Roberts yes
- President Robbins yes

6. OLD BUSINESS*

None

7. NEW BUSINESS*

A. Discussion and Update on Moon & Mayoras Architect Retrofit of Hospital:

- Mr. Friel reported we had our first meeting January 7th with senior staff and myself, an additional meeting was conducted with some managers that provide clinical services. Mr. Moon is working towards providing a recommendation to the hospital by the end of July; this will be structural component and possible cost.
- Board Member Roberts stated he would be interested in making the SNF a separate building, potential to add a permanent wall, if the recommendation is completed by the end of July than the items needs to be taken to the full Board.
- Robbins asked administration to make Mr. Moon aware that there is a potential that a request of change might be included.

Board Member Roberts reported there is no action required.

B. Discussion and Update on the Capital Budget Improvement Plan (Fiscal Year 2018/2019):

• Board Member Roberts stated that the improvement plan needs to be presented to the Planning Committee prior to the Finance Committee and Board of Directors. Board

- Member Roberts stated anything over the CEO spending authority needs to be approved by the full Board regardless of it being in the approved Capital Budget.
- Mr. Friel stated that the Board will be kept apprised of the items that are on the Capital Budget. Once the Capital Budget is approved you have approved the expenditures that are tied to that item.

Board Member Roberts reported there is no action required.

C. Discussion and Potential Recommendation to the Board of Directors the Capital Budget Project Approval Process:

• Discussion took place under Item B.

Board Member Roberts reported there is no action required.

D. Discussion and Potential Recommendation to the Board of Directors a Request From BVCHD Foundation: Tree of Lights:

• Mr. Friel reported that the Foundation is looking into raising money and have a Holiday Tree of lights. This will be "In memory of" or a "Recognition" the lights would be hung for the holidays and would like to be placed on one of the trees in front of the hospital.

Board Member Roberts motions to recommend to the full Board of Directors the request from BVCHD Foundation: Tree of Lights. Second by President Robbins to recommend to the full Board of Directors the request from BVCHD Foundation: Tree of Lights. Board Member Roberts called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Roberts- yes
- President Robbins ves

E. Discussion and Update on the Board of Directors Retreat (To Include Potential Date)

- Mr. Friel informed the committee that he is in the process of having an outside consultant attend the Board Retreat, update Strategic Plan, the Board Self-Assessment, and the architect recommendation for the hospital. Mr. Friel would like to conduct the retreat in September or October.
- The Planning Committee stated that they felt the Board Self-Assessment has been completed and that it would be a waste of time to discuss this item since it has been several months that the assessment was completed by the Board. The committee felt that the discussion of the hospital retro fit should be more of a discussion for the Board and also potential to have further discussion on the Surgery Department.

Board Member Roberts reported there is no action required.

8. PLANNING & FACILITIES*

A. Construction Project:

Including: (FHC, RHC, PT, Hospital, Maintenance)

- Mr. Mursick reported the following:
 - o Public Restroom/Acute Kitchen Plumbing Repair
 - O Looking at a couple options next week
 - o Pyxis Replacement
 - Will be completed by staff
 - o ASHRE 188 Risk Management Plan for Legionellosis
 - o Ongoing
 - o Hospital Medical Air Compressor
 - o In review with OSHPD required to complete a 3 day survey and monitoring
 - OR Water Damage
 - o Complete
 - HVAC Control Air Compressor
 - o Complete and installed

B. Potential Equipment Requirements:

Including: (FHC, RHC, PT, Hospital, Maintenance)

- Mr. Mursick reported the following:
 - o New snow plows for District Vehicle. Is approved
- Board Member Roberts asked that this item be removed from future reports

C. Repairs Maintenance (FHC, RHC, PT, Hospital):

Including: (FHC, RHC, PT, Hospital, Maintenance)

- Mr. Mursick reported the following:
 - o OR Shower
 - o Repairs completed, new plumbing completed
 - o OR Drywall Repairs
 - o Complete
 - o Pharmacy
 - o Completed flooring & epoxy painting
 - o Pharmacy compounding is being looked at by Moon & Mayoras

President Robbins motioned to approve the Planning & Facilities Report as presented. Second by Board Member Roberts to approve the Planning & Facilities Report as presented. Board Member Roberts called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Roberts yes
- President Robbins yes

9. ADJOURNMENT*

President Robbins motioned to adjourn the meeting at 6:23 p.m. Second by Board Member Roberts to adjourn the meeting. Board Member Roberts adjourned the meeting.

- Board Member Roberts yes
- President Robbins yes

BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT SPECIAL HUMAN RESOURCES MEETING MINUTES 41870 Garstin Road Big Bear Lake, Ca. 92315 June 20, 2018

MEMBERS PRESENT: Gail McCarthy, 1st Vice President

Rob Robbins, President

John Friel, CEO

Erin Wilson, HR Director Shelly Egerer, Exec. Asst.

MEMBERS ABSENT: None

STAFF:

Garth Hamblin

OTHER:

OPEN SESSION

1. CALL TO ORDER:

Board Member McCarthy called the meeting to order at 12:00 p.m.

CLOSED SESSION

2. PUBLIC FORUM FOR CLOSED SESSION:

President Robbins opened the Hearing Section for Public Comment at 12:00 p.m. Hearing no request to address the Committee, President Robbins closed the Hearing Section at 12:00 p.m.

3. ADJOURN TO CLOSED SESSION:

President Robbins motioned to adjourn to Closed Session. Second by Board Member McCarthy to adjourn to Closed Session. Board Member McCarthy called for the vote. A vote in favor of the motion was unanimously approved.

- President Robbins yes
- Board Member McCarthy yes

OPEN SESSION

1. CALL TO ORDER:

Board Member McCarthy called the meeting order at 12:40 p.m.

2. ROLL CALL:

Gail McCarthy and Rob Robbins were present. Also, present were John Friel, CEO, Erin Wilson, Human Resource Director, and Shelly Egerer, Executive Asst.

3. ADOPTION OF AGENDA:

President Robbins motioned to adopt the June 20, 2018 Human Resource Committee Agenda as presented. Second by Board Member McCarthy adopt the June 20, 2018 Human Resource Committee Agenda as presented. Board Member McCarthy called for the vote. A vote in favor of the motion was unanimously approved.

- President Robbins yes
- Board Member McCarthy- yes

4. RESULTS OF CLOSED SESSION:

Board Member McCarthy stated the committee accepted the findings of the Compensation Structure and recommendation to the full Board at the Special Board Meeting. Board Member McCarthy called for the vote. A vote in favor of the motion was unanimously approved.

- President Robbins- yes
- Board Member McCarthy- yes

5. PUBLIC FORUM FOR OPEN SESSION:

President Robbins opened the Hearing Section for Public Comment at 12:40 p.m. Hearing no request to address the Committee, President Robbins closed the Hearing Section at 12:40 p.m.

6. DIRECTORS COMMENTS:

• None

7. APPROVAL OF MINUTES:

A. May 29, 2018

Board Member Robbins motioned to approve the May 29, 2018 Human Resource Committee Meeting Minutes as presented. Second by Board Member McCarthy to approve the May 29, 2018 Human Resource Committee Meeting Minutes as presented. Board Member McCarthy called for the vote. A vote in favor of the motion was unanimously approved.

- President Robbins- yes
- Board Member McCarthy- yes

8. OLD BUSINESS:

None

9. NEW BUSINESS*

None

10. ADJOURNMENT*:

President Robbins motioned to adjourn the meeting at 12:42 p.m. Second by Board Member McCarthy to adjourn the meeting. Board Member McCarthy called for the vote, A vote in favor of the motion was unanimously approved.

- President Robbins yes
- · Board Member McCarthy- yes

BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT **BOARD OF DIRECTORS**

FINANCE COMMITTEE MEETING MINUTES 41870 Garstin Drive, Big Bear Lake, Ca. 92315 July 03, 2018

MEMBERS Donna Nicely, Treasurer

Garth Hamblin, CFO

PRESENT: Peter Boss, MD, Secretary

Shelly Egerer, Exec. Asst.

John Friel, CEO

STAFF:

Kerri Jex

Sheri Mursick

COMMUNITY MEMBERS: None

ABSENT:

None

OPEN SESSION

1. CALL TO ORDER:

Board Member Nicely called the meeting to order at 1:00 p.m.

2. ROLL CALL:

Donna Nicely and Peter Boss, MD were present. Also present were John Friel, CEO, Garth Hamblin, CFO and Shelly Egerer, Executive Assistant.

3. ADOPTION OF AGENDA:

Board Member Nicely motioned to adopt the July 03, 2018 Finance Committee Agenda as presented. Second by Board Member Boss to adopt the July 03, 2018 Finance Committee Agenda as presented. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely- yes
- Board Member Boss- yes

CLOSED SESSION

1. PUBLIC FORUM FOR CLOSED SESSION:

Board Member Nicely opened the Hearing Section for Public Comment on Board Member Nicely items at 1:00 p.m. Hearing no request to address the Finance Committee, Board Member Nicely closed the Hearing Section at 1:00 p.m.

2. ADJOURN TO CLOSED SESSION:

Board Member Nicely motioned to adjourn to Closed Session at 1:00 p.m. Second by Board Member Boss to adjourn to Closed Session at 1:00 p.m. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely- yes
- Board Member Boss- yes

OPEN SESSION

1. CALL TO ORDER:

Board Member Nicely called the meeting to order at 1:30 p.m.

2. RESULTS OF CLOSED SESSION:

Board Member Nicely stated there was no reportable action.

3. PUBLIC FORUM FOR OPEN SESSION:

Board Member Nicely opened the Hearing Section for Public Comment on Open Session items at 1:30 p.m. Hearing no request to address the Finance Committee, Board Member Nicely closed the Hearing Section at 1:31 p.m.

4. DIRECTOR'S COMMENTS:

None

5. APPROVAL OF MINUTES:

- **A.** June 01, 2018
- **B.** June 05, 2018

Board Member Nicely motioned to approve the June 01 and June 05, 2018 Finance Committee Meeting Minutes as presented. Second by Board Member Boss to approve the June 01 and June 05, 2018 Finance Committee Meeting Minutes as presented. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely yes
- Board Member Boss- yes

6. OLD BUSINESS:

- A. Discussion and Potential Recommendation to the Board for Quorum Health Resources to Complete the Productivity Benchmarking Assessment and Approve Travel Expenses Not To Exceed \$5,000.00:
 - Mr. Hamblin stated that he is recommending QHR to complete the Productivity Assessment and that he provided information on WIPFLI cost and additional details.
 - O QHR will request one-year data, no additional fee except for travel expense. Will find out about the time frame and provide that information to the full Board.
 - o Feels QHR would be on site within 4-6 weeks and then present the findings to the managers, Finance Committee and the Board of Directors.

Board Member Nicely motioned to recommend to the Board of Directors the Quorum Health Resources to complete the Productivity Benchmarking Assessment with Travel Expenses Not To Exceed \$5,000.00. Second by Board Member Boss to recommend to the Board of Directors the Quorum Health Resources to complete the Productivity Benchmarking Assessment with Travel Expenses Not To Exceed \$5,000.00. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely yes
- Board Member Boss- yes

7. NEW BUSINESS*

A. Discussion and Potential Recommendation to the Board of Directors the Extension of the TruBridge Agreement to April 2019:

- Mr. Hamblin recommends that we extend the current TruBridge Agreement to April 2019. This will allow the district to determine if we need to go with another vendor and/or allow additional time for TruBridge to prove that they should have the agreement renewed.
 - O We have been successful to get AR days to 65 days.
 - Average day revenue has decreased which would allow TruBridge to work on the AR.
 - O Would like to allow TruBridge until the end of the year and evaluate the agreement at that time.
 - Tracking un-coded and unchecked days.

Board Member Nicely motioned to recommend to the Board of Directors the Extension of the TruBridge Agreement to April 2019. Second by Board Member Boss to recommend to the Board of Directors the Extension of the TruBridge Agreement to April 2019. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely yes
- Board Member Boss- yes

B. Discussion of Out Patient Services:

- Board Member Boss provided a slide show that provided new construction on hospital/ER; the slides showed the facility being completed:
 - o Had a state reference laboratory
 - O Urgent care with full service lab is possible with little cost
 - o Free standing emergency room
 - o Received pharmacy license pharmacist on staff
 - o Dedicated ambulance entrance
- Board Member Boss stated that he has viewed our website and that we list the services we offer, but would like to have the patient order form on site in order for the local physicians to download for Lab, X-ray and Physical Therapy. This would also allow the public and physician to know what services we offer; this could potentially grow our services. Insurance that is accepted at the hospital and clinic needs to be on the website also.
- Mr. Friel will touch basis with Megan Meadors to get our document on the website and all the insurance information that the district does accept, to include the clinic.

Board Member Nicely reported no action required.

8. Presentation and Review of Financial Statements:

A. May 2018 Finances:

- Mr. Hamblin reported the following:
 - o 286 days cash on hand.
 - o Medi-Cal did some calculations and reimbursement \$1.7 million for FY 14, 16 & 17.
 - o Contractuals are low.
 - o \$1.56 million was surplus.
 - o AR days and AR dollars are trending down which is good.
 - Expenses are higher than budget.

B. CFO Report:

- Mr. Hamblin reported the following:
 - o Healthcare Reform / Healthcare Legislation:
 - O Assembly Bill 3087 did not pass out of appropriation. This is good news.

C. QHR Financial Operations Review Report (FOR):

- Mr. Hamblin reported that this item is to be completed yearly and presented/approved by the Board of Directors.
 - o Stark Law track non-monetary.
 - o Credit balance accounts.
 - o 340B Pharmacy set up account with Cardinal Pharmacy Director has been tracking cost. CPSI has been asking to be part of the 340B but connectivity is an issue.

Board Member Nicely motioned to approve the May 2018 Finance Report, CFO Report and the Financial Operation Review Report as presented. Second by Board Member Boss to approve the May 2018 Finance Report, CFO Report and the Financial Operation Review Report as presented. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely- yes
- Board Member Boss- yes

9. ADJOURNMENT*

Board Member Nicely motioned to adjourn at 2:08 p.m. Second by Board Member Boss to adjourn. President Robbins called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely- yes
- Board Member Boss- yes

BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT **BOARD OF DIRECTORS**

SPECIAL FINANCE COMMITTEE MEETING MINUTES 41870 Garstin Drive, Big Bear Lake, Ca. 92315 August 13, 2018

MEMBERS Donna Nicely, Treasurer

Garth Hamblin, CFO

PRESENT: Rob Robbins, President

Shelly Egerer, Exec. Asst.

STAFF:

None

COMMUNITY MEMBERS: None

ABSENT:

Kerri Jex

Peter Boss, MD, Secretary John Friel, CEO

OPEN SESSION

1. CALL TO ORDER:

Board Member Nicely called the meeting to order at 1:00 p.m.

2. ROLL CALL:

Donna Nicely and Rob Robbins were present. Also present were Garth Hamblin, CFO and Shelly Egerer, Executive Assistant. Absent was Peter Boss, MD and John Friel, CEO.

3. ADOPTION OF AGENDA:

Board Member Nicely motioned to adopt the August 13, 2018 Finance Committee Agenda as presented. Second by President Robbins to adopt the August 13, 2018 Finance Committee Meeting Agenda as presented. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely- yes
- President Robbins- yes

4. PUBLIC FORUM FOR OPEN SESSION:

Board Member Nicely opened the Hearing Section for Public Comment on Open Session items at 1:00 p.m. Hearing no request to address the Finance Committee, Board Member Nicely closed the Hearing Section at 1:00 p.m.

5. DIRECTOR'S COMMENTS:

None

6. APPROVAL OF MINUTES:

A. July 03, 2018

Board Member Nicely motioned to approve the July 03, 2018 Finance Committee Meeting Minutes as presented. Second by President Robbins approve the July 03, 2018 Finance Committee Meeting Minutes as presented. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely- yes
- President Robbins- yes

7. OLD BUSINESS:

None

8. NEW BUSINESS*

A. Discussion and Potential Recommendation to the Board of Directors QHR Travel Expenses for QHR Compliance Program Assessment Not to Exceed \$2,000.00:

Board Member Nicely motioned to recommend to the Board of Directors the Travel Expenses for QHR Compliance Program Assessment not to exceed \$2,000.00. Second by President Robbins to recommend to the Board of Directors the Travel Expenses for QHR Compliance Program Assessment not to exceed \$2,000.00. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely- yes
- President Robbins- yes

B. Discussion and Potential Recommendation to the Cash Handling Policy and Procedure:

- Mr. Hamblin reported that there have been some processes changed in departments that have cash they are responsible for. Random audits are completed in departments that have cash boxes.
- Board Member Nicely reported she pulled the policies that the Finance Committee
 had reviewed and approved additional policies and does not know if this policy
 should be combined into another existing policy.
- President Robbins wanted to confirm that since the policies have been revised, other policies approved, and have the issues of the missing cash been resolved.
- Mr. Hamblin stated that there are no issues at this time of any missing cash.

Board Member Nicely motioned to recommend to the Board of Directors the Cash Handling Policy and Procedure. Second by President Robbins to recommend to the Board of Directors the Cash Handling Policy and Procedure. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely- yes
- President Robbins- yes

C. Discussion and Update on Policies & Procedures Under the CFO Supervision (Admitting, General Accounting, Materials Management, Patient Financial Services, Information Technology, and Health Information Management):

- Board Member Nicely asked that all departments that are under the CFO supervision have updated the policies and bring back to the Finance Committee for review and potential recommendation to the Board of Directors.
- Mr. Hamblin is working with new staff and existing staff to remind them that the department policies need to be updated. The District is looking into new software for Policy Tech so that we can get the system updated. The Policy & Procedure Committee is also involved in updating the system.

Board Member Nicely reported no action required.

9. Presentation and Review of Financial Statements:

A. June 2018 Finances:

- Mr. Hamblin reported the following information:
 - o Pre-audit finances, full year results strong
 - o \$20 million in bank
 - Patient revenue over budget
 - Net patient revenue over budget
 - o Total expenses are over budget
 - Surplus for May was under budget
- President Robbins asked Mr. Hamblin to provide three top items that have been accomplished, and also stated that the clinic registration staff needs to be trained on customer service, they are not very welcoming and short with patients.
- Mr. Hamblin reported that there were several items that have been a large success for the District:
 - o AR days have improved; significant reduction.
 - o Billing office, staff continues to work on Revenue Cycle and TruBridge weekly conferences continue.
 - o IGT paperwork has been filed; we have received a large amount of IGT monies.
 - o 312 days cash on hand.
 - o 2011 audit received \$600,000.
 - o Continue to grow ER visits,

B. CFO Report:

- Mr. Hamblin reported the following information:
 - o 340B Program; calls with 2 vendors that can assist the District; we are still researching vendors that work with 340B. Wellpartner which is a CVS partner company is being vetted, regular follow up will take place with Wellpartner and we will continue to look into other vendors that can assist the District with this program.
 - O QHR Benchmarking Assessment; QHR is looking at data and additional information will be sent to assist in providing the assessment. A questionnaire will be provided to the managers, and the QHR team should be on site at the end of August.
 - o Clinic productivity have been involved in several calls for the benchmark; visits per hour or RVU per visits.

Board Member Nicely motioned to approve the June 2018 Finance Report and the CFO Report as presented. Second by President Robbins to approve the June 2018 Finance Report and the CFO Report as presented. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely- yes
- President Robbins- yes

10. ADJOURNMENT*

Board Member Nicely motioned to adjourn at 1:32 p.m. Second by President Robbins to adjourn. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely- yes
- President Robbins yes



Contract Cover Sheet

Contract Name:	Hologic S	service Agreement	
Purpose of Contract:	Service	J	
Contract # / Effective I	Date / Term Q-59	115 1 6/5/2018 1	4urs
Originating Dept. Nam	e/Number - Ra	Idiology 7630	
Department Manager	Signature: BAA:	-0 -10 (10)	:e: <u>7/11/18</u> Yes_No
Administrative Officer	Signature:	AM	Date; <u>\\\</u>
HIPAA/Privacy Officer (as appropriate)	Signature	ALA_	Date: NA
Legal Counsel	Signature:	Ma emril	Date: 8.8-18
Compliance Officer	Signature:	Mary Normany	Date: 7-19-18
Chief Financial Officer	Signature:	Satrifiell	Date: 11 Tech 2018
Chief Executive Officer	Signature:		Date:
Board of Directors When Applicable			Date:
	>		
1. Final Signatures	s on Contract, BAA &	ß W-9:	Date:
2. Copy of Contrac	ct/BAA/W-9 forwarde	ed to Department Manager:	Date:
3. Copy of Contrac	:t/BAA/W-9 forwarde	ed to Contractor (if applicable);	Date:
4. Copy of Contra- (if applicable)	ct/BAA/W-9 scanned	l/emailed to Controller and Legal:	Date:

Contract Cover Sheet CONFIDENTIAL NOTICE:

Note: This document and attachments are covered by CA Evidence Code 1157 and CA Health and Safety Code 1370.

NOTICE TO RECIPIENT: If you are not the intended recipient of this, you are prohibited from sharing, copying or otherwise using or disclosing its contents. If you have received this document in error, please notify the sender immediately by reply email and permanently delete this document and any attachments without reading, forwarding or saving them. Thank you Updated 5/2017



Service Agreement

e Only
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Location:
BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
41870 GARSTIN RD
BIG BEAR LAKE, CA 92315 US
Account # 252250

Quote #: Q-59715 Quote Date: 7/12/2018 Hologic Rep: Amar Dhanota

Contract Type: Warranty Conversion

ATTN:

Phone:

Fax:

Email:

Model	Serial Number	Service Type	Annual List Price	Annual Discount	Price	Coverage Period	Coverage Term (in years)	Term Price
Dimensions 3D 5000	SDM130800102	PLATINUM MAMMO	\$52,000.00	\$7,800,00	\$44,200.00	6/5/2018 to 6/4/2022	4.00	\$176,800.00
Dimensions 3D 5000	SDM130800102	PLASTIC COVERAGE	\$500,00	\$75,00	\$425.00	6/5/2018 to 6/4/2022	4.00	\$1,700.00
Digital CAD with 1st License	CD0355	PLATINUM MAMMO	\$10,000.00	\$1,500.00	\$8,500.00	6/5/2018 to 6/4/2022	4.00	\$34,000,00

Term List Price Total:	USD 250,000.00
15.00% Multi-year.	(USD 37,500.00)
Term Discount Total:	(USD 37,500,00)
Agreement Term Price Total;	USD 212,500.00

Payment Schedule

Payment Start Date	Payment Frequency	# of Payments	Payment Amount	Payment Notes
06/05/18	Annual	4	\$53,125,00	

Customer Acceptance: By signing below, Customer Indicates acceptance of this Service Agreement proposal and agrees to be bound by the Hologic Service Agreement Terms and Conditions. This Service Agreement proposal supersedes all previous proposals for these services. Upon execution, this Service Agreement proposal, along with the Hologic Service Agreement Terms and Conditions, Exhibits A and B, and any supporting documentation and attachments executed by the Parties, shall constitute the complete and entire agreement between the Parties (collectively referred to herein as the "Agreement").

This offer shall remain open for sixty (60) days after the Proposal Date stated above unless otherwise specified, and is subject to change or withdrawal by Hologic prior to acceptance by both Parties.

CUSTOMER: BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT	Hologic, Inc.
Authorized Signature:	Authorized Signature:
Name:	Name: John Llebig
Title:Date:	Title: VP. Field Service and Technical Support, BSH Date: 7/12/2018
BILL TO ADDRESS:	Hologic Contact:
Address:	Name: Amar Dhanota Phone:
City: / State: Zip:	Email: amar.dhanota@hologic.com Fax:

THIS IS NOT AN INVOICE. INVOICE(S) WILL BE GENERATED UPON SUBMISSION OF SIGNED AGREEMENT.

Hologic is required by law to collect state and local taxes on all sales.

Final invoices will include these amounts unless a valid exemption certificate is provided.

These Maintenance & Repeir Service Terms ("Terms") between Hologic, Inc. ("Hologic") and BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT ("Customer") (Hologic and Customer collectively the "Parties") govern the repair and maintenance services of equipment listed on the Service Quote ("Equipment") and the use of Software (Equipment and Software, collectively "Products").

1. Agreement

These Terms, together with the applicable service quote ("Service Quote"), Exhibit A, and Exhibit B (collectively, the "Agreement") must be signed and sent to Hologic with Customer's purchase order within 60 days from the Quote Date on the Service Quote,

2. Coverage Period and Termination

- a. Effective Date. The Agreement is effective upon signature by the Parties ("Effective Date"). Should the Coverage Period, described below, pre-date the Effective Date, then these Terms shall apply to the Coverage Period.
- b. <u>Coverage Period.</u> The Coverage Period is indicated on the applicable Service Quote. Prior to the end of the Coverage Period, this Agreement may be renewed, at a mutuelly agreed price, for successive one-year periods (each a "Renewal Term") by executing an amendment signed by both Pariles.
- c. <u>Termination Without Cause</u>, Either Party may terminate this Agreement, with or without cause, after providing the other with 60 days' prior written notice. In case of such termination by Customer, and unless Customer sells its business, or Customer's business merges with or is acquired by another entity who will have a controlling interest of 50% or greater, Customer will be assessed a cancellation fee of 25% of the residual Agreement price, based on the effective termination date. If cancellation occurs in the final year of coverage, the fee will be reduced to 15%. Such fee shall be due within 30 days of effective date of termination. Hologic may set-off, credit, or refund any unused amounts prepaid by Customer.
- d. Temination for Cause. Either Party may terminate this Agreement if the other fails to perform any duty within, limits access to Equipment, or files for bankruptcy ("Default") after providing the defaulting Party written notice of its Default and allowing the defaulting Party 30 days to cure such Default. Customer must provide notice to Hologic in case of bankruptcy. Hologic may elect to suspend Services upon Customer Default. Hologic may terminate within 10 days if Customer breaches peyment obligations.

3. Pricing and Payment

Service pricting and payment schedule are listed on the Service Quote. Payments are due Net 30 from the invoice date. Hologic may suspend Services if Customer's account is past due. If Customer is tax-exempt, Customer will provide a valid tax-exemption certificate to Hologic prior to the invoice date, otherwise Customer shall be invoiced for applicable taxes.

4. Services Included

- a. <u>Services.</u> Hologic or authorized distributor will provide the services listed on the Service Quote ("Services"). Any Services performed outside of the Coverage Period indicated on the applicable Service Quote are performed at Hologic's prevailing rates. Each Service Type selected by Customer is detailed in Exhibit A, titted "Service Type Coverage", which contains coverage details and hours of service. Customer may request Services, telephone support, or remote support by contacting the applicable support team from Exhibit B, titled "Product Support Information".
- b. Coverage Period. The Coverage Period is indicated on the applicable Service Quote. Prior to the end of the Coverage Period, this Agreement may be renewed, at a multually agreed price, for successive one-year periods (each a *Renewal Term*) by executing an amendment signed by both Parties.
- c. <u>Software Updates.</u> At no charge during the Term, Hologic will provide commercially available updates that revise or correct safety issues or update the productivity of the Software. Customer will be responsible for uploading and installing security patches mede available by Hologic. Upgrades that provide new features or require hardware changes will be offered to Customer at prevailing rates when commercially available.
 - Software. "Software" includes all computer software, firmware and associated documentation supplied through this Agreement in connection with the Equipment or Services. If the Equipment includes Software, Customer is granted a non-exclusive, non-transferable license to use the Software on the Equipment on which it is first installed and only in the normal course of business. Customer may not use Software for multi-site quality control or data review or attempt to access its source code. Software remains the sole property of Hologic. Customer must treat Software as confidential, and must maintain all copyright, proprietary, and other notices on the Software. Customer must not copy, sublicense, de-compile, disassemble, or reverse engineer the Software. All information needed for interoperability is available from Hologic. Hologic may develop updates to the Software, and Customer must allow Hologic access to the to install any updates. Software updates and upgrades for non-Hologic manufactured equipment are subject to the policies of its manufacturer.
- d. Replacement Parts. If covered on Exhibit A or warranty, Hologic will provide available replacement parts at no charge. Replacement parts may be new or remanufactured, will be exchanged for the replaced parts, and are warranted to perform in accordance with Specifications for the greater of 90 days or the remainder of the Coverage Period. Replaced parts become the property of Hologic once replacement parts are installed. Parts not covered on Exhibit A or warranty are provided at Hologic rates current at time of replacement.
- e. End of Support Announcement. Should Hologic determine that it will no longer support a Product, component, or provide a particular option or feature, Hologic shall provide Customer 12 months written notice prior to ending such support. After such notice, Hologic may remove such affected Product, component, option or feature from coverege, with an appropriate adjustment of charges, with no further action by the Parties.
- f. Service Reports. Hologic will provide service reports for all Services performed onsite.
- g. Response Times, Subject to the conditions specified in Exhibit A, product support teams are available during Support Hours listed in Exhibit B. If Customer leaves a message, Hologic's phone support group will return calls received during Support Hours within 30 minutes. Should a support team determine that onsite service is necessary, a Hologic Field Engineer will be dispatched. Hologic uses best efforts to provide an onsite response within 2 business days of Customer's call. For sites with down equipment, Hologic uses best efforts to provide same day response so long as an FE is available, subject to the exclusions in Section 5.
 - Down Equipment. Equipment is considered "down" when Equipment is inoperable (unavailable to treat or diagnose patients, or for Equipment used solely for research projects, cannot be used to perform research). Response to Customer call requesting service for down Equipment caused by external failures (e.g., abuse, loss of air-conditioning, power failure, power surges beyond specified Equipment tolerances, attempted and/or unauthorized third party repair, etc.) may
- h. Remote Access. For some Products, Hologic requires remote access to meet service response times and perform support services. Remote access is provided through Hologic Connect™, or other Hologic technology available at the time service is performed. Customer understands that if Customer is unable provide remote access, Hologic may not be able to meet the response times specified under this Agreement.

5. Exclusions

The following services are not covered by the Agreement and will be billed at prevailing rates:

a, services performed at Customer's request outside the hours in Exhibit A;

- b, services required due to disaster, acts of God, or external failures (including without limitation; abuse, loss of air-conditioning, power failure, or power surges
- c, services required due to improper use or actual or attempted unauthorized third party rapair, modifications, software installations, or moves;
- d, services required due to electrical work or cabling external to the Product;
- e, services performed related to iT, workflow design and analysis, or Customer's network infrastructure, such as IP address configurations;
- f. services performed as a result of changes in laws, regulations or guidelines; and
- g. de-installation, reinstallation, or relocation services.

8. Changes in Coverage

- a. Inspection, if Customer would like to cover Equipment that has been without warranty or service contract coverage for more than 30 days, serviced by anyone other than Hologic or its authorized representatives; or Customer is in Default for more than 30 days then, at Customer's expense, Hologic may inspect the Equipment to determine if it conforms to Hologic's published specifications ("Specifications"), if Equipment does not conform to Specifications, Customer must pay prevailing rates to bring the Equipment into Specifications prior to resumption or start of coverage by Hologic.
- b. Adding and Removing Equipment Coverage. The Parties may add Equipment by mutually executed written amendment to this Agreement. If Customer would like to remove Equipment, then after providing Hologic with 30 days' notice, the Parties will amend the Agreement to reflect such removal. Advance notice for removal is not required if Equipment is traded in as part of a new purchase of Hologic equipment from Hologic. In the event of any coverage adjustment, the cost on the

7. Customer Responsibilities

- a. Routine Maintenance and Supervision. Customer must perform all Hologic-recommended routine maintenance in accordance with user manual. Customer alone is responsible for the supervision, risk mitigation, management and control of Equipment while placed onsite.
- b. Access, If Customer does not provide access to Equipment for a scheduled visit, Customer will pay travel time and labor expenses at prevailing rates.
- c. Data Backup. Customer must backup all data, such as patient data, prior to and during the provision of Services. Hologic is not responsible for loss, corruption,

8. Limited Warranties and Exceptions

Hologic warrants that Services will be performed by trained individuals in a workmanlike manner. The remedy for any warranty claim is limited to Hologic re-performing any non-conforming Services at no charge, as long as Customer provides prompt written notice to Hologic, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, HOLOGIC DISCLAIMS IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability

Except for bodily injury or damage to real or tangible personal property caused solely and directly by the negligence or willful misconduct of Hologic or its authorized representatives, Hologic's liability for any damages is limited to the annual Service Quote price in effect when the cause of action arose. IN ND EVENT SHALL HOLOGIC BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, ADDITIONALLY, HOLOGIC SHALL NOT BE LIABLE FOR ANY CLAIMS BROUGHT MORE THAN ONE YEAR AFTER THE CLAIMANT HAS KNOWLEDGE OF THE CLAIM.

10. Force Majeure

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrections, fires, floods storm, explosions, act of God, war, governmental action, labor or material shortages or any other cause which is beyond the reasonable control of such party. The foregoing provisions regarding force majeure shall not be operative to delay or excuse payment of any amount.

Customer may not assign or subcontract any portion of its rights or obligations under the Agreement without prior written consent from Hologic, Hologic may assign or subcontract its rights, responsibilities, and/or obligations, provided that any assignee assumes applicable obligations in writing.

12. Confidentiality

Except to the extent disclosure is required by applicable law, both Parties agree to hold in strict confidence the Agreement terms and all information in connection with performance of the Agreement, including without limitation, pricing, protected health information, and information relating to the Customer.

The Parties agree to comply with applicable law, including but not limited to, applicable provisions of Health Insurance Portability and Accountability Act of 1996, the Federal Anti-Kickback Statute, and the requirement for access clause set forth in 42 C.F.R. 420.302.

Independent Contractors

Hologic is an independent contractor. No joint venture, partnership, principal-agent, or employment relationship exists or is implied between the Parties.

During the Term, Hologic will maintain the following insurance coverages in amounts complying with applicable law: (a) worker's compensation insurance covering its employees, agents; or representatives; (b) general liability insurance covering the acts or omissions of Hologic and its employees, agents, or representatives; and (c) products flability insurance. Hologic will provide a certificate of insurance to Customer upon request. 16. Entire Agreement

Any conflicting or additional terms are rejected and of no effect unless agreed to in writing by the Parties. This Agreement is the entire understanding between the Parties and supersedes all other proposals, quotations, agreements, and representations regarding the Products and Services. If either Party fails to perform its obligations under the Agreement, such nonperformance shall not affect the other Party's right to enforce performance at any time. Waiver of any remedy or material breach of any subject matter contained in this Agreement shall not be viewed as a walver unless agreed to by the Parties in writing. This Agreement may only be modified in writing signed by authorized representative of Hologic and Customer.

[Remainder of this page intentionally left blank]

Service Type Coverage

Service Type

Coverage Description

PLATINUM MAMMO

the state of the second se But the same of th Platinum Mammography (1) (2) (3) (4) (5) (6) (7) (8) Standard Hours are Monday to Friday, 8:00am to 5:00pm, local time, exclusive of Hologic holidays. Service Includes: • Telephone and remote diagnostic and repair support 24 hours/day, 7 days/week. • All replacement parts including glassware. • Travel time and labor coverage for on-site assistance during Standard Hours. • On-site emergency coverage for down Equipment, Monday to Friday, 5:00pm to 9:00pm, local time, when call is received by 2:00pm, local time, • Calls received outside Standard Hours will be dispatched during Standard Hours of the following business day, exclusive of Hologic holidays. • Two (2) Preventive Maintenance ("PM") Inspections per year of Agreement term, performed on-site during Standard Hours. All Software updates and enhancements commercially released during the term of the Agreement for the products/options purchased, in addition to all safety and quality updates. Installation during Standard Hours. American College of Radiology ("ACR") Compliance.

PLASTIC COVERAGE

Plastic Coverage

Coverage Includes:

Replacement parts for all paddle plastics and face shields that are broken during the Agreement term.

SERVICE TYPE AND COVERAGE NOTES

- (1) Requires Customer to provide a network connection for Hologic ConnectTM SSL remote network access solution for each Product under the following equipment categories; Digital Mammography, Digital CAD, Bone Density, MultiView/Aégis, and Prima. In the event that the Customer cannot provide such remote access, Hologic, in its sole discretion, may (i) increase the rate reflected on the Service Agreement for each Product by an additional \$3,000 per year of the Agreement term to cover Travel Time and Labor costs of providing only on-site support Services, or (ii) separately charge Customer for Travel Time and Labor costs after a service call where the Gustomer does not provide such remote access and Hologic is therefore required to dispatch its designated representatives for on-site support.
- (2) Equipment that is out of Product Warranty and not covered by a current service agreement must conform to Hologic's customary standards of configuration, performance, manner of use, or installation ("Specifications") before Hologic will accept a new Agreement. Customer is responsible for all expenses to bring any such Equipment, components and software into conformance with Specifications at Hologic's prevailing Travel Time, Labor, and parts rates.
- (3) Two (2) Preventive Maintenance (*PM*) inspections do not apply to (i) Digital CAD Equipment, which receives only one (1) PM inspection per year and (ii) Akrus Chair, Aegis/MultiView and Prima Equipment, which do not require a PM inspection.
- (4) For each equipment category listed below, glassware shall mean, but is not limited to:
 - x-ray tube and digital array detector, for Digital Mammography, Direct Radiography, and Trident Equipment;
 - x-ray tube and CCD camera, for Analog Mammography Equipment;
 - x-ray tube, high voltege power supply assembly, and image intensifier or flat detector, for Fluoroscan Equipment;
 - x-ray tube, high voltage power supply assembly, and алау detector, for Bone Density Equipment.
- (5) Plathum Service Type for Prima Equipment excludes Software updates.
- (6) Equipment is considered "down" when an Equipment unit, or any function thereof, is inoperable (unavailable to treet or diagnose patients, or with respect to Equipment used by the Customer solely for research projects, cannot be used to perform research). Response to service call for down Equipment due to external failures (a.g., abuse, loss of eir-conditioning, power failure, power surges beyond specified equipment tolerances, attempted and/or unauthorized third party repeir, all other Acts of God, etc.) may be subject to Travel Time and Labor expenses.
- (7) Transducer coverage on SSI Ultrasound Equipment is as follows:
 - Platinum Service Type coverage: includes unlimited transducer replacements;
 - Gold Service Type coverage; includes one (1) transducer replacement per year of Agreement term;
 - Silver Service Type coverage; does not include transducer replacements.
 - Bronze Service Type coverage: does not include transducer replacements.
- (8) Plastics Coverage available at an additional cost.
- (9) On-site emergency coverage for down Equipment, Saturday 8:00am to 5:00pm, available at an additional cost
- (10) Shielding collar coverage available:
 - (a) 2 sets for \$2,800/year. Shielding collars to be provided annually.
 - (b) 4 sets for \$5,000/year. Shielding collars to be provided annually.
- (11) Labor & Travel will be included on software updates completed on Brevera systems during routine Preventative Maintenance visits. If software updates are not completed during the Preventative Maintenance visit the customer will be charged the current Travel & Labor rates. Quole #: Q-59715

Agreement Exclusions:

- New or additional herdwere that is required to run software updates or upgrades unless Renew Option is purchased.
- All consumables, including, but not limited to, bar code stickers, cleaning supplies, table pads, positioning devices, ink cartridges, exam table paper, batteries, separator sheets, suction cups, test films, ultrasound gel, and printer paper.

 Software & Telephone Support Service Type excludes installation by a Hologic Field Engineer. Option of Installation by Hologic Field Personnel
- during Standard Hours is available at current Travel Time and Labor rates.
- Bronze Service Type excludes Travel Time, Labor or parts expenses that are necessary to bring the Equipment to within Hologic specifications and/or American College of Radiology ("ACR") Compliance. If required, such expenses will be assessed at current Travel Time, Labor and parts rates.
- Agreements for MRI Equipment exclude: (i) parts, Travel Time and Labor required to resolve temperature and EMI related image issues or permanent magnet fallures caused by continued thermal abuse; and (ii) positioning pads, RF shielding collars, covers, beits and colls

Exhibit B Product Support Information

Product Product		Phone :	An and a single Email and a single single
Dimensions	7:00am- 8:00pm EST live support	877-371-4372	mammosupport@hologic.com
1.77	(on-call support available 24hours/day, 7 days/week)		manniasopport@noiogis,com
Affirm Biopsy	7:00am - 8:00pm EST live support	877-371-4372	mammosupport@hologic.com
	(on-call support available 24hours/day, 7 days/week)		monitioadphorit@noiogic.com
Selenia;	7:00am - 8:00pm EST live support	877-371-4372	mammosupport@hologic.com
	(on-call support available 24hours/day, 7 days/week)		manimosupport@ndiogic.com
Digital StereoLoc II	7:00am - 8:00pm EST live support	877-371-4372	manumosi impod 65 -1 - 1
	(on-call support available 24hours/day, 7 days/week)	47.1 47.1 127.2	mammosupport@hologic.com
Affirm Prone Biopsy	7:00am - 8:00pm EST live support	877-371-4372	mammaeu
	(on-call support available 24hours/day, 7 days/week)	0// 0//-40/2	mammosupport@hologic.com
SecurView Workstations	7:00am - 8:00pm EST live support	877-371-4372	mammonupped (3). L
	(on-call support available 24hours/day, 7 days/week)	4, , 4012	mammosupport@hologic.com
rima Workstation	7:00am 8pm EST live support	877-371-4372	mammanus and GL 3
	(on-call support available 24hours/day, 7 days/week)		mammosupport@hologlc.com
Aixplorer	7:00am - 8:00pm EST live support	877-371-4372	mammanunand@b -(- a
	(on-call support available 24hours/day, 7 days/week)	77. 57. 1512	mammosupport@hologic.com
Digital CAD	7:00am - 8:00pm EST live support	877-371-4372	en technique d'Oberte d
	(on-call support available 24hours/day, 7 days/week)	J, C,	sc.techsupport@hologic.com
Analog CAD	7:00am 8:00pm EST live support	877-371-4372	es techniques de la la
	(on-call support available 24hours/day, 7 days/week)		sa.techsupport@hologic.com
/lultiView/Aegis	7:00am 8:00pm EST live support	877-371-4372	MultiMeus upport 65 - (-)
	(on-call support available 24hours/day, 7 days/week)	0.1 0,1,10,2	MultiViewSupport@hologio.com
SecurXchange	7:00am - 8:00pm EST live support	877-371-4372	Securyopanas
	(on-call support available 24hours/day, 7 days/week)	211 011 1012	SecurXchangeSupport@hologlc.com
'rident	7:00am - 8pm EST live support	877-371-4372	DANieupoad@k-fV
	(on-call support available 24hours/day, 7 days/week)	0,, 0,, 140, 2	DANisupport@hologic.com
lulticare/M-IV Platinum	7:00am – 8:00pm EST live support	877-371-4372	DANIsus
	(on-call support available 24hours/day, 7 days/week)		DANIsupport@hologic.com
TEC Consoles	7:00am - 7:00pm EST live support	877-371-4372	MONTH AND A COLUMN
IRI	7:00am - 8:00pm EST live support	800-537-3860	mammosupport@hologlc.com
nslght2/FD	7:00am 8:00pm EST live support	800-321-4659	N/A
dhe	7:00am - 8:00pm EST live support	800-321-4659	BED-ASPPT@hologic.com
ahara	7:00am - 8:00pm EST live support	800-321-4659	BED-ASPPT@hologic.com
	pitting adaptit and the depolit	6UU-3Z1-4659	BED-ASPPT@hologic.com



Contract Cover Sheet

Contract Name:	son Medu	al Systems		
Purpose of Contract:	xervice A	greenent		
Contract # / Effective Date /	Term 9/28	5/18 1 48 months	1 9/24/2022	
Originating Dept. Name / Nu	ımber - R	ž		
<u>Department Manager</u>	Signature: 🕻	. <i>U</i> . (X)	Date: 1/2/18	
	BAA: _	_YesNo W	-9:YesNo	
Administrative Officer	Signature:	AA	Date:	
HIPAA/Privacy Officer (as appropriate)	Signature	NA	Date:	
<u>Legal Counsel</u>	Signature:	Ma email	Date: 7-10-18	
Compliance Officer	Signature:	Mary Norman	Date: 7-2-18	
Chief Financial Officer	Signature:	Sat Willer	Date: 16 July 2018	>
Chief Executive Officer	Signature:	Samtul	_ Date: 7.20.18	
Board of Directors When Applicable	•		Date:	
1. Final Signatures on (Contract, BAA 8	& W-9:	Date:	
_	•	ed to Department Manager:	Date:	
		ed to Contractor (if applicable):		
		i/emailed to Controller and Leg		

Contract Cover Sheet CONFIDENTIAL NOTICE:

Note: This document and attachments are covered by CA Evidence Code 1157 and CA Health and Safety Code 1370.

NOTICE TO RECIPIENT: If you are not the intended recipient of this, you are prohibited from sharing, copying or otherwise using or disclosing its contents. If you have received this document in error, please notify the sender immediately by reply email and permanently delete this document and any attachments without reading, forwarding or saving them. Thank you Updated 5/2017

Canon

CANON MEDICAL SYSTEMS USA, INC.

Made For Life

SERVICE	A	GRE	EV	ÆN	JΊ
~~~~~~	4 4	$\sim$ $\sim$ $\sim$		1111	1 1

DATE:

7/2/2018 SVC QT#;

524792-1 APLIO-

SID #: CUSTOMER LOCATION: (COMPLETE LEGAL NAME)

30038124 SYSTEM: BILLING ADDRESS:

500/PS2/DEMO.000-UT

BEAR VALLEY COMMUNITY HOSPITAL

41870 GARSTIN DR

BIG BEAR LAKE, CA 92315

BEAR VALLEY COMMUNITY HOSPITAL

ATTN ACCOUNTS PAYABLE

PO BOX 1649

BIG BEAR LAKE, CA 92315

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Length Of Contract:

48 Months

Start Date:

09/25/2018

End Date:

09/24/2022

Total Service Agreement Price: \$35,100,00

Payments are made 30 days in advance as follows (Please choose one):

_Monthly \$731,25

___Annually \$8,775.00

Canon Medical Systems will provide the following services for the equipment listed in Attachment "A", for the duration of this Agreement. All services will be provided in accordance with the attached Terms and Conditions of Service. Any changes to system configuration or services coverage noted in this agreement will require a revised quotation.

Coverage Hours: MONDAY THROUGH FRIDAY, 8:00 AM - 5:00 PM, EXCLUDING FEDERAL HOLIDAYS

Preventive Maintenance: MONDAY THROUGH FRIDAY, 8:00 AM - 5:00 PM, EXCLUDING FEDERAL HOLIDAYS

Response Time: STANDARD 30 MINUTE PHONE RESPONSE STANDARD 4 HOUR ON-SITE RESPONSE

Uptime Guarantee: 98%

Labor and Travel Charges: PREFERRED RATES FOR LABOR AND TRAVEL OUTSIDE OF COVERAGE HOURS.

Parts Replacement: PARTS WILL BE REPLACED WHEN DEEMED NECESSARY BY CANON MEDICAL SYSTEMS, EXCLUDING DISPOSABLES, ACCESSORIES, OPTIONS OR UPGRADES NOT

LISTED IN THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Probe: ONE STANDARD PROBE WILL BE REPLACED ANNUALLY AT NO CHARGE TO THE

CUSTOMER, PROVIDED REPLACEMENT IS NOT DUE TO CUSTOMER NEGLIGENCE. ADDITIONAL PROBES, INCLUDING SPECIALTY PROBES, WILL BE REPLACED AT A 25%

DISCOUNT OFF LIST PRICE.

This service agreement quotation is valid if it is signed by Canon Medical Systems and Customer on or before 60 days from the date of Quotation.

Please return signed quotation to: Canon Medical Systems USA, Inc., 2441 Michelle Drive, Tustin, CA 92780. Additional terms and conditions appear at the end of this quotation.

CUSTON	IER A	CCEP	TAN	<b>ICE</b>
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CANON MEDICAL SYSTEMS ACCEPTANCE:

PLINT NAME/TITLE

PRINT NAME/TITLE

PURCHASER'S SIGNATURE

https://us.medical.canon

DATE

SERVICE MANAGER

DATE

2441 Michelle Drive, Tustin, CA 92780

PHONE: 800-421-1968

Page 1 of 3

# Canon

CANON MEDICAL SYSTEMS USA, INC.

Made For life

SERVICE AGREEMENT

DATE:

7/2/2018 SVC QT#:

524792-1

SID#:

30038124 SYSTEM:

APLIO-

CUSTOMER LOCATION: (COMPLETE LEGAL NAME)

BILLING ADDRESS:

500/PS2/DEMO.000-UL

BEAR VALLEY COMMUNITY HOSPITAL

41870 GARSTIN DR

BIG BEAR LAKE, CA 92315

BEAR VALLEY COMMUNITY HOSPITAL

ATTN ACCOUNTS PAYABLE

PO BOX 1649

BIG BEAR LAKE, CA 92315

#### Attachment A Equipment List

This agreement includes coverage for the following items. All other options, including but not limited to lasers, injectors, sources, power conditioners (PCDUs, VRDUs, UPSs, etc.) and other non-Canon Medical Systems options, are not covered by this agreement. For additional options not listed, please contact your local Service Manager.

#### SYSTEM

APLIO-500/PS2/DEMO.000 (APLIO 500 PLATINUM ULTRASOUND SYSTEM - DEMONSTRATION UNIT)

#### ADDITIONAL COMMENTS

#### Upon acceptance, please forward the signed Agreement to:

CANON MEDICAL SYSTEMS USA, INC. SERVICE CONTRACTS ADMINISTRATION Attn: Audrey Weidemann 2441 Michelle Drive Tustin, CA 92780

E-mail: ServicePacificZone@us.medical.canon Voice: 714-669-2423 Fax: 714-832-5893

A countersigned copy will be returned to you for your reference.

LGENERAL TERMIS. Unless otherwise specified on the face of this document, this Agreement will remain wild only if accepted by Customer no later than 60 days from date of submission to Customer.

LCOYERAGE. The following items are included in this Agreement.

- a. Plumed. Malatestrates Service, at specified by Canon. Contomer will provide Canon service personnel with fall access at the agreed upon time. Otherwise, any makeup service will be separately billed by Cunon to Customer at Canon's applicable hourly rate then in effect, including round trip travel.
- h. Rauthie System Calibration Teits, as specified by Canon. Customer will perform normal operator adjustments appetitied in the Equipment Operation Manual.
- E. Remedial Ministenance Lubor required to maintain the system of manufacturer's apecifications during Covered Hours specified on the face of this document. Labor requested outside of the Covered Hours will be billed at Camon's applicable boarly rate then in effect,
- d. Quality Assurance Evaluations, as specified by Canon. Canon will rectinely perform quality assurance tradenions in order to assure optimum performance. Customer will provide Canon service personnel full secrets for such purposes at times contently agreed to bradyones. If applicable, Customer will run simplified Quality Assurance tests utilizing innerVision Plus a remote diagnostics.
- b. Replacement of Ports, at Conon's cost, which foil during the term of this Agreement with the exception of the parts specified on the face of this document. Parts that are cosmetic in nature or expendable will be replaced of cosmests cosmestic in nature or expendable will be replaced or the face of this document, parts that exceptions, and scrylic parts. Replaced parts will become the property of Cosm. Parts replaced may be refurbished.
- L Cartomer may elect to upgrade I downgrade Variable Class Ther level once a year, effective on the act contact anniversary date. This contact modification 1) will be affective on a go forward basis only, 2) asy and be applied to the contact rebactively, 3) will enfect Canon's custom pricing, and 4) must be vis a written (pricing, and 4) must be vis a written (pricing, and 4) must be vis a written (equest from the Customer, presented at least 30 days prior to the contract anniversary date.
- p Travel and Living Expenses Incurred by Conon's Customer Engineers during Covered Hours,
- A Uptime Guarantee at specified on the face of this document. Uptime guarantees are measured based on covered hours, excluding Canon's recognized holidays. Uptime will be calculated using the following formula: Uptime * (Buse Time Danntime) / Base Time.

biadians, Base Time: Total covered hours. Dewntime: Time when the specified imaging equipment is secretable for scanning or diagnosing images due to Equipment malfunction, and is immediately available for solice repairs. Downtime will be calculated during the Covered Hours and commence when the Customer's call saiks repairs. Downtime will be calculated during the Covered Hours and commence when the Customer's can blegged into the InTouch Tenter. Downtime concludes once repairs are completed and the imaging watern it suitable for clinical use. Downtime does not include into spens for presentive maintenance, routine port spacements or repair of any mailfunction caused by operator arror, excidents or other dements outside the control of Cason, such as societients, fires, floods, and Acts of God. The Uptime Guorantee will be roided if Canon is not give access to the Equipment for preventive maintenance or other types of service required during the learn of the Access of the Cason.

Using stabilities will be measured over a 12-month period. If the Equipment fails to achieve the specified uptiline paralage, the following year's services control will be reduced by the uptime discount specified under the spatio Services Agreement plan, up to a maximum of 15%.

spelic services. Agreement pear, up to a maximum of 1579.

School Updates / Upgrades. Canon will furnish to Customer, flee of charge for the life of the Equipment, all Cost software or hardware upgrades to the Equipment purchased by Customer, which are intended to correct a salayiek. Software updates offering enhancements to previously purchased software leadness are covered under this terrice agreement, if they do not require hardware modifications or additions. Software upgrades providing are instance or capabilities not originally purchased, will be made available for purchase by Customer upgrades when compatible with the originally purchased, burdware. Canon returns the sole right to determine where not was a first of the control of the control of the customer will be charged.

Taxbore items will be performed only during the Covered Hours stated on the face of this document. Service spaced outside these hours will be billed at Canon's differential rates in effect at the time such items are provided

- Affects EXCLUDED. The following items are excluded from his Agreement unless otherwise indicated on
  - 1. Cestomer operation instructions.
  - Adding or remaining accessories, attachments, or other devices, and remedial services necessary to repair accessories.
  - a Services contracted with Equipment movement or relocation.
  - 4. Problems caused by external sources, lectuding the meaning power supply.
  - a hicrosse in service time resulting from operator neglect or failure to follow operation instructions. A Repair or duringly from necident or any cause other than ordinary use.
- § Rigging and handling, removal, modification or recenstruction of a wall, partition, ceiling or any other portion of the focility arising from repair, replacement or substitution of Equipment or parts of it. ). Is Chiller main tenance or repair.
- E Expendable materials or accessories (for example, straps, four qualities, and other similar (lerns).
- Froblems caused by modifications, maintenance or repairs of the equipment or software not performed by
- k Surage locitities for spare parts, looks and supplies.

Parameter of services not included in this Agraement will be charged in occordance with Canon's prices in effects the time such services are provided to Customer

allata the time such servicers are provided to Clustomer.

4. OSTOMER RESPONSTBLITTES. During the term of this Agreement, Clustomer agrees to maintain the sitest environment (including temperature and humidity control, in coming power quality, and fire protection spino) is a condition suitable for operation of the Equipment ensure the Equipment is used at all times in surclause with the requirements of the Equipment Operation Munual by properly qualified and appropriately iterate personnel; and make normal operator adjustments to the Equipment as specified in the Equipment Operator Natural. In addition, Customer agrees to provide and maintain a dedicated broadband intermet access and valuable for connection to Customer's network and allow secess to Canon's VPN for Canon's use for been failed in the Equipment.

4. STROOF DIA GNOSTICS (INNER VISION PLUSSE). During the term of this Agreement, Customer will

the spines gramation commitment and an increase in service charges for the Equipment.

5. EVIOTE DIA GNOSTICS (INNER VISION PLUS ®). During the term of this Agreement, Customer will support Coard inter Vision PR connectivity and will allow Coard to burial and maintain Casion 36th Connectivity (calculately "Inner Vision"), to Incilitate the performance of remote diagnostics on the Enginpment. Inner Vision what shows Canon to pull stillization data for the Equipment (number of scars, time of scars, sec.) in order to provide reporting to the customer. Canoner. Castomer will not remove, made, or an office of the Equipment of the Country of the Cou

6. GIOGRAPHICAL EQUIPMENT OR COVERAGE. Canon must be notified in writing at least ninety (90) day price is relocation of Equipment to a site fool in fifty (30) miles or greater from the unit's horse site specified on these of this document to that Canon may adequately address manpower needs to maintain the site.

TAKEEPTANCE BY CANON. This Agreement will not be binding on Cason unless and until it is accepted by Casia evidenced by the signature of an authorized representative of Cason on the face of this document. Casia evidenced by the signature of an authorized representative of Cason on the face of this document. Casia extended in the terms and conditional upon Condomer's assent to the terms and conditions in this document. All different or additional terms and conditions which may be contained in

Costemer's bid documents, purchase order or say other documents furnished by Customer are hereby objected to and deserned material unless accepted in writing by an authorized experientative of Canon. Canon will give Customer a fully executed copy of this Agreement upon acceptance by Canon. Canon's service of Equipment under this Agreement is available only if the effective date of this Agreement follows within 15 calentiar days of (a) the expiration of an applicable warranty period covering such Equipment, or (i) the expiration of an applicable Canon Services that the Equipment and report with a solution of the period. Canon must be given the right in inspect the Equipment and report and restore the Equipment to proper working order in occordance with Canon expeditations before this Agreement may become effective. All service labor and parts furnished for such repair and restoration will be charged to Customer at Canon's premailing rates.

3. TENATINATION. This Agreement will terminate upon the expiration data specified on the face of this determent.

restoration will be charged to Customer at Canon's pteraiting rates.

3. TERMINATION. This Agreement will terminate upon the expiration unless (a) Customer sells, discords or otherwise completely discontinues using the Equipment, or (b) Customer exchanges the Equipment (or conduct new Canon Equipment, or (c) Canon substantially fails to perform any of its material obligations specified in this Agreement, in the case of sermination for the reasons stated in (a) or (b) above, the termination will be effective 90 days from the date of Customer's written entire to Canon of termination. (if Customer elects to be minute for the reasons stated in (a) or (b) above, the termination will be effective 90 days from the date of Customer's written entire to Canon of termination to first them to the reasons stated in (a) or (b) above, the termination of the reasons stated in (a) or (b) above, the fore such termination, customer most notify Canon in writing of the breach and of its intent brainfaste hits Agreement for such the properties of the notice of heeseh, if the such as the such

- Agreement. If Customer fails to provide such access and cooperation. Canon will be relieved of its obligations under this Agreement, including, without limitation, the Uptime Occuration.
- 10. CONSUMABLE ITEMS. Customer will provide accessary consumpble items and processing facilities required by Caron in performance of the services under this Agreement at no charge to Caron.
- by Caron in performance of the services made the Agreement is no marge to Caron.

  11. END OF MAINTENANCE SUPPORT ANNOUNCEMENT. In the event that Caron makes a future general commercial ampuncament that services contacts will no longer be offered for an item of Equipment or Equipment component covered by this Agreement, then upon no less than 12 microths prior written notice to the Caron Caron may, at their option, remove any such item(s) of Equipment or Equipment component(s) from service coverage under this Agreement, with an appropriate adjustment of charges betweender, without otherwise offsetting this Agreement.
- 12. COMPENSATION AND TAXES. For the services and materials provided under the Agreement, Customer will 12. COMPENSATION AND TAXES. For the services and materials provided under the Agreement, Customer will pay Conon the total amounts specified on the face of bits document for each system covered. For fixed contracts, this sum will be under his described on the face of this document. For variable contracts, Canon representatives will be given access to usage information and the Equipment for the purpose of or actual usage for the preceding period based upon the data from the site. The amounts specified on the face of this document do not include sales, use or other similar taxes. Customer will pay any such taxes, unless a secupion errificate acceptable to the applicable taxing authorither is provided to Canon. All involves paid after due date will be assessed a late payment charge of the lesser of 1 MS per month or the maximum rate permitted by law.
- be asserted a tase payment change of the design of the payable under this Agreement may be increased up to three percent annually, at Canon's sole discretion. The increase is effective on the annually at the of the Agreement starting with the first anniversary. The contourner will be notified by Canon at least 60 days prior to any adjustment. The increase will then be automatically added to the first payment following the anniversary date.
- 14. ASSIGNMENT. Neither Customer nor Conon may assign this Agreement without the prior written content of

15. SOFTWARE, All rights and interest in any software that may be furnished under this Agreement, and any updates and enhancements to it, will remain the property of Canon. Such software is being furnished to Customer with non-accustive license. Customer will not decompile, modify, copy, reproduce, or transcribe the software, nor allow third parties to use the same without Canon's prior written consent. Upon Canon's request, Customer will execute a software the normal software to the software the software that the software the softw software license contract, in a form designated by Canon.

software license contract, in a form designated by Canon.

16. DEFAULT, Upon default by Costomer, say stilliate or parent of Customer, any pariner of Customer, or any principul of Customer in payment or performance of any obligation under this Agreement or any other agreement with for sale of equipment to Customer's with a title sole option of Canon, whether entered into before or after the date of this Agreement including, without limitation, any agreement with of said of equipment to Customer's with, at the sole option of Canon, if default is not cured within ten (10) days after written notice of the default, constitute a default of this Agreement, in such extent, Canon may at its option of support performance under this Agreement with all such defaults have been cured. (b) terminate this Agreement in that are due for the period prior to the termination date (or this suspansion date if the Agreement was suspended prior to the termination, as well as liquidated damages ento 15% of the total revice amounts payable under this Agreement for the term remaining us of the termination date (or suspension that if the Agreement is suspended prior to termination), and/or (c) executions of the termination date (or suspension that if the Agreement is suspended, Customer will be required to pay the following as a condition to Canon estuming forth in Section 3 above for the period of the suspension, and (ii) the liquidated damages amount set forth in Section 3 above for the period of the suspension.

11. ATTORNEY'S FEES AND COSTS. In the event of tiny legal proceeding involving any party to this Agreement against the other reliating to the subject router of this Agreement, the prevailing party in such proceeding will be entitled to recover attorney's fees, expert fees, collection agency fees and count costs against the non-prevailing gorty.

S. CRCUMSTANCES BEYOND CONTROL. Canon will not be liable for non-privating gary.

15. CRCUMSTANCES BEYOND CONTROL. Canon will not be liable for non-performance or delay in performance resulting directly or indirectly from any constructed syound Canon's control, lackulong will institution, strikes or other labor actions, Acts of God, war, accidents, fires, floods, other caustrophes, inclineral wather, transportation, delay exasted by Comen's suppliers, inclinity to obtain replacement parts, or laws, regulations, or acts of any governmental agency. The foregoing provision will apply even shough such cause may occur after performance of the chilipations of Canon under his Agreement has been delayed for other causes.

IS, DISCLAMER OF WARRANTIES, CANON MAKES NO WARRANTIES, EXPRESS OR INPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OR WARRANTY OF FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE SERVICES AND PARTS FURNISHED UNDER THIS AGREEMENT.

- 20. EMITATION OF LIABILITY AND OF REMEDY. CANON WILL NOT UNDER ANY CRCUMSTANCES BE LIABILE FOR CONSEQUENTIAL SPECIAL INCIDENTAL, OR EXEMPLARY DAMAGES OR ECONOMIC LOSS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF CANON IS APPRISED OF THE LIRELPHOOD OF SUCH DAMAGES OCCURRING. THIS LIMITATION WILL NOT APPLY TO CLAIMS FOR PERSONAL MIURY OR DEATH CAUSED BY CANON.
- 21. EXPORT RESTRICTIONS. This Agreement involves products, endor technical data that may be controlled under the U.S. Expan Administration Regulations and may be subject to the approval of the U.S. Department of Commerce prior to expan. Any expan or re-expans by Customer, directly or indirectly, in contrarendon of such
- 22. FACSDIFILE SIGNATURES. This agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement. Facrinale signatures (Signat copies transmitted via fact or electronic file) thall be of equal offset and validity as rignatures on original copies, so long as the electronically transmitted copy includes the printed name and title of the signatory of the
- 2.1. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the porties and superpeter all prior or concurrent agreements between the parties, whether and or written, relating to its subject matter. The provisions of this Agreement may not be modified unders in writing and executed by both garries.



## **Recommendation for Action**

Date: September 05, 2018

To: Board of Directors

From: John Friel, CEO

Re: Andy Meadors Specialized Media Service Agreement

#### Recommended Action

I request the Board of Directors approve Andy Meadors Specialized Media Service Agreement as presented.

#### Background

At the Board of Directors' request legal counsel revised the agreement with requested recommendations from staff and the Board of Directors.



Contract Cover Sheet Contract Name: Purpose of Contract: _ Contract # / Effective Date / Term ADMINISTRATION Originating Dept. Name / Number: Department Manager Signature: Date: BAA: __Yes __No W-9: __Yes __No Administrative Officer Signature: Date: HIPAA/Privacy Officer Signature Date: (as appropriate) Date: 831-18 1111 emai Signature: Legal Counsel Signature: Compliance Officer Chief Financial Officer Signature: Date: **Chief Executive Officer** Signature: Signature **Board of Directors** Date: When Applicable 1. Final Signatures on Contract, BAA & W-9: Date: _____ 2. Copy of Contract/BAA/W-9 forwarded to Department Manager: Date: 3. Copy of Contract/BAA/W-9 forwarded to Contractor (if applicable): Date: 4. Copy of Contract/BAA/W-9 scanned/emailed to Controller and Legal: Date: _____

# Contract Cover Sheet CONFIDENTIAL NOTICE:

(if applicable)

Note: This document and attachments are covered by CA Evidence Code 1157 and CA Health and Safety Code 1370.

NOTICE TO RECIPIENT: If you are not the intended recipient of this, you are prohibited from sharing, copying or otherwise using or disclosing its contents. If you have received this document in error, please notify the sender immediately by reply email and permanently delete this document and any attachments without reading, forwarding or saving them. Thank you Updated 5/2017



# FOR SPECIALIZED MEDIA SERVICES WITH ANDY MEADORS

THIS AGREEMENT FOR MEDIA/MARKETING SERVICES AT THE BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT ("Agreement") is made and entered into as of this 12th day of September by and between Bear Valley Community Healthcare District, a public entity, ("Hospital") and Andy Meadors ("Contractor").

#### RECITALS

WHEREAS, Hospital is in need of specialized media services ("services") based on the recommendation and direction of the Hospital Chief Executive Officer.

WHEREAS, Contractor is qualified to perform said services.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and promises contained herein, as well as other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

#### **AGREEMENTS**

#### SERVICES PROVIDED

1. Hospital hereby agrees to engage the Contractor to provide Hospital with the following ("services"): graphic design for print media, website development and maintenance and photography for use in print and web advertising based on the direction and approval of the Hospital CEO. Additionally, the services may also include any other tasks which the parties may agree on, subject to approval of the Hospital CEO. The Contractor hereby agrees to provide such Services to the Hospital.

#### **TERM OF AGREEMENT**

- 2. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
- 3. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 10 days' written notice to the other Party.
- 4. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
- 5. This Agreement may be terminated at any time by mutual agreement of the Parties.
- 6. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

#### COMPENSATION

- 7. The Contractor will provide Hospital CEO with a proposal/estimate for each prospective assigned project (including an estimate of the number of hours anticipated for the project). Contractor agrees not to commence work on the project until CEO has approved the proposal/estimate in writing.
- 8. The Contractor will charge Hospital for the services as follows (the "Compensation"): \$75.00 per hour. Contractor will advance any printing costs required and Hospital agrees to reimburse Contractor for all printing costs associated with projects and supported by invoice/receipt.
- 9. Invoices submitted by the Contractor, based on pre-approved proposals and estimates to the Hospital are due within 30 days of receipt. The invoices shall specify the time worked and a description of the work performed.
- 10. In the event that this Agreement is terminated by the Hospital prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.
- 11. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

#### CONFIDENTIALITY

- 12. Confidential information (the "Confidential Information") refers to any data or information relating to the Hospital, whether business or personal, which would reasonably be considered to be private or proprietary to the Hospital and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Hospital.
- 13. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorized by the Hospital or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

#### **OWNERSHIP OF INTELLECTUAL PROPERTY**

14. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement by Contractor, will become the property of the Hospital.

#### RETURN OF PROPERTY

15. Upon the expiration or termination of this Agreement, the Contractor will return to the Hospital any property, documentation, records, or Confidential Information which is the property of the Hospital.

#### CAPACITY/INDEPENDENT CONTRACTOR

16. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Hospital acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Hospital is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit

for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

#### NOTICE

17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

Contractor:

Andy Meadors

PO Box 51

Big Bear City, CA 92314

BVCHD:

John P. Friel, CEO

Bear Valley Community Healthcare District

PO Box 1649

Big Bear Lake, CA 92315

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

#### INDEMNIFICATION

18. To the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

#### **MODIFICATION OF AGREEMENT**

19. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### **ASSIGNMENT**

20. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Hospital.

#### **ENTIRE AGREEMENT**

21. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

#### **ENUREMENT**

22. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

#### TITLES/HEADINGS

23. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

#### **GOVERNING LAW**

24. This Agreement will be governed by and construed in accordance with the laws of the State of California.

#### **SEVERABILITY**

25. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

#### **WAIVER**

26. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

#### ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

27. The parties are prohibited from engaging in any discriminatory, harassing, or retaliatory conduct, and Physician agrees to fully comply with all applicable local, state and federal anti-discrimination and employment-related regulations and laws.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first date written above.

Dated:	By:
,	John Friel, CEO
	Bear Valley Community Healthcare District
	P. O. Box 1649
	Big Bear Lake, CA 92315
Dated:	By:
Dateu.	Andy Meadors
	PO Box 51
	Rig Rear City CA 92315



# **Recommendation for Action**

Date: September 04, 2018

To: Board of Directors

From: John Friel, CEO

Re: Cary Stewart, M.D. SNF Director Agreement

#### **BACKGROUND:**

Dr. Stewart will continue to provide SNF Director Services. The attached agreement is a renewal for SNF Director Services.

The agreement has a two-year term and legal counsel has reviewed and approved the agreement.

#### **RECOMMENDED MOTION:**

To approve Dr. Stewart SNF Director Agreement as presented.



#### **Contract Cover Sheet**

Contract Name:	ARY SI	FEWARL, M.D.	
Purpose of Contract:		· - · · · · · · · · · · · · · · · · · ·	
Contract # / Effective Date		11.718 - 11	-06-20
Originating Dept. Name / N	umber:	345	
Department Manager	Signature:		Date:
	BAA: 〈	Yes No W-	9≈_Yes_No Onfile
Administrative Officer	Signature:	Kun'fex	Date: <u>4/31/1</u> 8
HIPAA/Privacy Officer (as appropriate)	Signature		Date: NA
Legal Counsel	Signature:	Ma email	Date: 8 1-18
Compliance Officer	Signature:	Mary Norman	Date: 8-6-2018
Chief Financial Officer	Signature:	Nat 791K	Date: 31 Juny 2018
Chief Executive Officer	Signature:		Date:
Board of Directors When Applicable	Signature	Jam Jul	Date: <u>8-15-18</u>
1. Final Signatures on	Contract, BAA	& W-9:	Date:
2. Copy of Contract/B	AA/W-9 forwarde	ed to Department Manager:	Date:
3. Copy of Contract/B	AA/W-9 forwarde	ed to Contractor (if applicable):	Date:
4. Copy of Contract/B	AA/W-9 scanned	l/emailed to Controller and Lega	l: Date:

# Contract Cover Sheet CONFIDENTIAL NOTICE:

Note: This document and attachments are covered by CA Evidence Code 1157 and CA Health and Safety Code 1370.

NOTICE TO RECIPIENT: If you are not the intended recipient of this, you are prohibited from sharing, copying or otherwise using or disclosing its contents. If you have received this document in error, please notify the sender immediately by reply email and permanently delete this document and any attachments without reading, forwarding or saving them. Thank you Updated 5/2017

# SKILLED NURSING FACILITY AGREEMENT FOR MEDICAL DIRECTOR SERVICES BETWEEN BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT AND CARY STEWART, M.D. INC.

THIS SKILLED NURSING FACILITY AGREEMENT FOR MEDICAL DIRECTOR SERVICES ("Agreement") is made and entered into as of November 7, 2018 ("Effective Date"), by and between Bear Valley Community Healthcare District (a public entity) ("District") and Cary Stewart, M.D. Inc. ("Physician").

#### RECITALS

WHEREAS, the District is the owner and operator of an acute care hospital with a distinct part skilled nursing facility, located in Big Bear Lake, California ("Hospital").

WHEREAS, the District desires Physician to provide medical director services in the Hospital's Skilled Nursing Facility ("department" or "Skilled Nursing Facility"); and

WHEREAS, the Physician is willing to make medical director services available to the District and its patients.

#### **AGREEMENTS**

#### SECTION I. RESPONSIBILITIES OF PHYSICIAN.

#### A. Physician shall be and remain:

- 1. Duly licensed and qualified to practice medicine in the State of California;
- 2. A member in good standing on the Hospital's Medical Staff, with all privileges necessary to undertake the services contemplated by this agreement; and
- 3. Certified by the American Board of Hospice and Palliative Care Medicine, the American Board of Internal Medicine or the National Board of Physicians and Surgeons.
- **B. Physician shall** be subject to the supervision of the District's Chief Executive Officer or designee and shall:
  - 1. Be responsible for standards, coordination, surveillance and planning for improvement of medical care in the facility;
  - 2. Act as a liaison between administration and attending physicians;
  - 3. Be responsible for reviewing and evaluating administrative and patient care policies and procedures;
  - 4. Act as a consultant to the director of nursing service in matters relating to patient care services;

- 5. Be responsible for reviewing employees' preemployment and annual health examination reports;
- Generally monitor the quality of patient care and professional performance rendered by members with clinical privileges in the distinct part skilled nursing facility;
- Conduct investigations and submit reports and recommendations to the appropriate committees regarding the clinical privileges to be exercised within the service by members or of applicants to the medical staff;
- Be a member of the medical executive committee, and give guidance on the overall medical policies of the medical staff and make specific recommendations and suggestions regarding the service; and
- 9. Perform such other duties commensurate with the office as may from time to time be reasonably requested by the chief of staff or the medical executive committee.
- **C. Physician shall** also provide the administrative direction and supervision required for the proper operation of the department, including the services described below.
- **1. Clinical Direction.** Physician shall provide clinical direction and guidelines for the clinical activities of physician, professional department personnel and non-physician personnel within the department, including, without limitation, those nurses and technicians that may serve in the department.
- 2. **Equipment and Supplies**. Physician shall advise the District as to the selection, replacement, condition, and repair of the supplies and medical equipment in the Distinct Part Skilled Nursing Facility. Physician is not authorized to enter into any contract on behalf of the District for the purchase, rental, or other acquisition of equipment or supplies.
- **3. Skilled Nursing Facility Policies.** Physician shall develop and/or review for the District's approval, the Department's professional policies, protocols, procedures, and standards.
- **4. Continuing Education.** Physician shall participate in the educational programs conducted by the District and the Medical Staff necessary to insure the Department's and the Hospital's/District's compliance with regulatory accreditation, with insurance requirements, and shall participate in such other educational programs within the District as the District may reasonably request.
- **5. Quality Improvement.** Physician shall participate in the quality improvement programs conducted by the District and the Medical Staff necessary to insure the Department's and the Hospital's/District's compliance with regulatory, accreditation, and insurance requirements and shall participate in such other quality improvement programs within the District as the District may reasonably request.
- **6. Utilization Review.** Physician shall participate in the utilization review programs conducted by the District and the Medical Staff necessary to insure the Department's and the Hospital's/District's compliance with regulatory, accreditation, and insurance requirements and shall participate in such other utilization review programs within the District as the District may reasonably request.

- **7. Risk Management.** Physician shall participate in the risk management programs conducted by the District and the Medical Staff necessary to insure the Department's and the Hospital's/District's compliance with regulatory, accreditation, and insurance requirements and shall participate in such other risk management programs within the District as the District may reasonably request.
- **8. Marketing.** Physician shall actively participate in the marketing of the District's and the Department's services to the public and physician community.
- **9. Budget.** Physician shall, upon the District's request, assist in the preparation of the annual and long-term operating and capital budgets for the Department.
- **10. Reporting and Liaison Duties.** Physician shall, upon request by the District or the Medical Staff, report the status and functioning of the Department and report the nature of Physician's activities towards fulfilling his/her obligations under this Agreement and towards ensuring the competent and efficient provision of the Department's professional services to the various divisions and departments of the Hospital/District.
- **11. Orders.** Physician shall establish the necessary guidelines for the timely implementation of orders for Department services through appropriate Medical Staff committees. Physician shall review and countersign an order of a nonmember of the Medical Staff prior to the implementation of that order in the Department.
- **12. Other Duties.** Physician shall report on a quarterly basis to the medical executive committee overall status of department, and perform such other administrative duties as the District/Hospital shall reasonably request. Physician shall attend a minimum of 75% of Medical Staff meetings (minimum of 4 per year).

#### D. Insurance

- **1. Hospital.** District shall purchase insurance against liability arising from physician's administrative services undertaken within the course and scope of this Medical Director Agreement.
- 2. **Professional Liability**. Physician shall keep continuously in force during the entire term of this Agreement a claims made professional liability insurance policy with minimum limits of liability of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate covering Physician for the Professional Services provided under this Agreement. Physician will provide District advance written notice of any coverage changes or cancellation of the policy. Physician will provide District with evidence of coverage as stated above, showing professional liability coverage. All professional liability coverage must meet the requirements of the Medical Staff and Medical Staff Bylaws.

The obligations set forth in this Section shall survive the termination of this Agreement.

**E.** Access to Books and Records. Upon written request of the Secretary of Health and Human Services for the Comptroller General or any of their duly authorized representatives, the Physician shall make available to the Secretary those contracts, books, documents, and records necessary to verify the nature and extent of the cost providing his services. If Physician carried out any of the duties of the Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Physician agrees to include this requirement in any such subcontract.

This section is included pursuant to and is covered by the requirements of Public Law 96-499, (S952)(v)(1) of the Social Security Act and regulations promulgated thereunder.

- **F. Reports and Records.** Physician shall, in accordance with District and Medical Staff policies, cause to be promptly prepared and filed with appropriate physicians, and the Hospital's medical records department, reports of all examinations, procedures, and other professional services performed by physician and shall maintain an accurate and complete file within the Department, or other location approved by the District, of all such reports and supporting documents. The ownership and right of control of all reports, records, and supporting documents prepared in connection with the Department belong to the District; provided that Physician shall have access to such reports, records, and supporting documents as authorized by District policies and the law of the State of California.
- **G. Use of Premises.** Physician shall neither use nor permit anyone employed, retained, or otherwise associated with Physician to use any part of the Department or Hospital for any purpose other than the performance of services under this Agreement.

#### SECTION II. RESPONSIBILITIES OF THE DISTRICT

- **A. Operational Requirements.** The District shall provide the facilities, equipment, utilities, janitorial, laundry, and other support supplies and services that are reasonably necessary for Physician to serve under this Agreement.
- **B. Personnel**. The District shall provide the nursing, technical, administrative, clerical and other support personnel that are reasonably necessary for Physician to serve under this Agreement.
- **C. Medical Records**. Hospital shall obtain the patient's or patient's legal representative's signature on all appropriate forms required by the hospital and other informed consents, which shall be obtained by the responsible physician. Dictation of medical records according to medical staff bylaws is the responsibility of the physician.

#### SECTION III. COMPENSATION

**Payment to Physician.** At the end of each month physician shall submit to Administration a completed and signed Director Monthly Administrative Services Log (Exhibit A). Upon receipt of completed and signed log, District shall pay physician monthly the sum of \$2,000.00 (Two Thousand Dollars) for services under this Agreement. The District shall remit payments to physician at intervals of time as established by the District accounting department.

#### SECTION IV. INDEPENDENT CONTRACTOR

In performing the services herein specified, Physician is acting as an independent contractor, and shall not be considered an employee of the District. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Physician shall be liable for Physician's own debts, obligations, acts and omissions, including the payment of all withholding, social security and other taxes and benefits. As an independent contractor, Physician is responsible for filing such tax returns and paying such self-employment taxes as may be required by law or regulations.

#### SECTION V. COMPLIANCE

A. Bear Valley Community Healthcare District/Hospital is committed to compliance with all billing and claims submission, fraud and abuse laws and regulations. In contracting with Bear Valley Community Healthcare District/Hospital, agents agree to act in compliance with all laws and regulations. Bear Valley Community Healthcare District/Hospital has completed a Compliance Program to assure compliance with laws and regulations. All agents of Bear Valley Community Healthcare District/Hospital are therefore expected to comply with the policies of the Compliance Program.

At a minimum, all agents are expected to:

- Be aware of those procedures which affect the agent and which are necessary to implement the Compliance Program, including the mandatory duty of all agents to report actual or possible violations of fraud and abuse laws and regulations; and
- Understand and adhere to standards, especially those which relate to the agent's functions for or on behalf of the Healthcare District/Hospital.
- **B.** Failure to follow the standards of Bear Valley Community Healthcare District's/Hospital's Compliance Programs (including the duty to report misconduct) may be considered to be a violation of the agent's arrangement with the Healthcare District/Hospital and may be grounds for action by Bear Valley Community Healthcare District/Hospital, including termination of the relationship.

#### SECTION VI. TERM

This Agreement is effective for two years from the Effective Date unless District or Physician terminates this Agreement early pursuant to Section VII of this Agreement.

#### SECTION VII. EARLY TERMINATION

- **A. District may terminate** this Agreement immediately upon written notice to Physician in the event that:
  - 1. Physician's license to practice medicine is suspended, revoked, terminated, or otherwise restricted;
  - 2. Physician's medical staff privileges at the Hospital are in any way suspended, revoked, or otherwise restricted;
  - 3. Physician's failure to comply with the standards of the Bear Valley Community Healthcare District Compliance Program to the extent that such failure results in material fine and or sanction from Medicare or MediCal Program.
- **B. Either party may terminate** this Agreement for material default, provided that the non-defaulting party shall give written notice of the claimed default, and the other party shall have thirty (30) days to correct such performance, failing which, this Agreement may thereafter be immediately terminated by the non-defaulting party.
- **C. Either party may terminate this Agreement**, without cause, by providing the other party sixty (60) days prior written notice.

**D. TERMINATION WITHIN FIRST TWELVE (12) MONTHS.** If this Agreement is terminated, with or without cause, during the first twelve (12) months of the term, the parties shall not enter into any new agreement or arrangement during the remainder of such twelve (12) month period for similar services.

#### SECTION VIII. CONFIDENTIALITY

Physician shall not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the patient in writing, any patient or medical record information regarding Hospital and/or District patients, and Physician shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of Hospital and its Medical Staff, regarding the confidentiality of such information from Hospital and/or District patients receiving treatment of any kind, including treatment for alcohol and drug abuse. Physician is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records as codified at 42 C.F.R. Chapter 1, Part 2, enacted pursuant to 42 U.S.C. 290ee, and agrees to be separately bound by a Business Associate Agreement drafted pursuant to HIPAA as set forth in Public Law 104-191, as codified at 42 U.S.C. 1301 et seq.

#### SECTION IX. ASSIGNMENT

Physician shall not assign, sell, or otherwise transfer this Agreement or any interest in it without consent of District.

#### SECTION X. NOTICES

The notice required by this Agreement shall be effective on the day personally served, or two (2) business days after the notice is deposited with the United States Postal Service for collection, with postage thereon fully prepaid, and addressed as follows:

Hospital: John P. Friel, Chief Executive Officer

BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT

P. O. Box 1649

Big Bear Lake, CA 92315

Physician: Cary Stewart, M.D.

1001 Avenida Pico, Suite C San Clemente, CA. 92673

#### SECTION XI. PRE EXISTING AGREEMENT

This Contract replaces and supersedes any and all prior arrangements or understandings by and between Hospital and Physician with regard to the subject matter hereof.

#### SECTION XII. HOSPITAL NOT PRACTICING MEDICINE

This Agreement shall in no way be construed to mean or suggest that Hospital is engaged in the practice of medicine.

#### SECTION XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement, both written and oral, between the parties, and all prior or contemporaneous agreements respecting the subject matter hereof, whether written or oral, express or implied, are suppressed. This Agreement may be modified only by written agreement signed by both of the parties.

#### SECTION XIV. SEVERABILITY

The non-enforceability, invalidity, or illegality of any provision to this Agreement shall not render the other provisions unenforceable, invalid or illegal.

#### SECTION XV. GOVERNING LAW

This Agreement shall be governed under the laws of the State of California. In the event of any dispute arising between the parties arising out of or related to this Agreement, the parties agree that such dispute shall be settled by binding arbitration, pursuant to the rules of the American Arbitration Association, San Bernardino County.

#### SECTION XVI. REFERRALS

The parties acknowledge that none of the benefits granted to Physician is conditioned on any requirement that Physician make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Hospital. The parties further acknowledge that Physician is not restricted from establishing staff privileges at, referring any service to, or otherwise generating any business for any other facility of Physician's choosing.

#### SECTION XVII. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

The parties are prohibited from engaging in any discriminatory, harassing, or retaliatory conduct, and Physician agrees to fully comply with all applicable local, state and federal anti-discrimination and employment-related regulations and laws.

#### EXECUTED IN DUPLICATE ORIGINALS ON THE DATE AND YEAR SET FORTH BELOW.

Dated:	By:	
	,	Rob Robbins, Board President Bear Valley Community Healthcare District P. O. Box 1649 Big Bear Lake, CA 92315
Dated:	By:	
	·	Cary Stewart, M.D.
		1001 Avenida Pico, Suite C
		San Clemente, CA, 92673



# **Recommendation for Action**

Date: September 05, 2018

To: Board of Directors

From: John Friel, CEO

Re: Resolution 18-456 2018 Biennial Notice For Conflict of Interest

Code

#### Recommended Action

To approve Resolution 18-456 Adopting By Reference the Model Conflict of Interest Code Set Forth in Title 2, Section 18730 of the California Code of Regulations and Adopting an Amended Appendix of the Conflict of Interest Code Pursuant to the Political Reform Act of 1974.

#### Background

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially.

With the assistance of legal counsel, we updated our Conflict of Interest Code and added the following positions to "Designated Positions":

Compliance Officer

Marketing Director

**OR Supervisor** 

**Enclosed are the Attachments** 



# BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT RESOLUTION NO. 18-456 RESOLUTION OF THE BOARD OF THE DIRECTORS OF THE BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT ADOPTING BY REFERENCE THE MODEL CONFLICT OF INTEREST CODE SET FORTH IN TITLE 2, SECTION 18730 OF THE CALIFORNIA CODE OF REGULATIONS AND ADOPTING AN AMENDED APPENDIX OF THE CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF

WHEREAS, the legislature of the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), which contains provisions relating to Conflicts of Interest which potentially affect all officers, employees and consultants of the Bear Valley Community Healthcare District (the "District") and requires all public agencies to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, the Board of Directors adopted a Conflict of Interest Code (the "Code") which was amended on September 12, 2018, in compliance with the Act; and

WHEREAS, the Board of Directors desires to now update its formal Conflict of Interest Code so as to comply with changes to the applicable provisions of Section 87300 et seq. of the California Government Code Title 2, Section 18730 of the California Code of Regulations; and

WHEREAS, Title 2, Section 18730 of the California Code of Regulations contains the terms of a Model Conflict of Interest Code developed by the Fair Political Practice Commission ("FPPC") that agencies can adopt by reference, which may be amended from time to time by the FPPC after public notice and hearing to conform to amendments in the Political Reform Act; and,

WHEREAS, adopting by reference the terms of the FPPC's Model Conflict of Interest Code set forth in the California Code of Regulations, and amendments thereto, as the Conflict of Interest Code of the Bear Valley Community Healthcare District will meet the statutory requirements for adopting such a code and save the District time and resources by minimizing the actions required to keep the Code in conformity with the Political Reform Act; and

WHEREAS, subsequent changed circumstances within the District have made it advisable and necessary pursuant to the Sections 87306 and 87307 of the Act to amend and update the incorporation page and the Appendix of the District's Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could

result in the District being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of public meeting on, and of consideration by the Board of Directors of, the proposed amended Code was provided to each affected designated employee and publicly posted for review at the offices of the District; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the Board of Directors on September 12, 2018, at which all present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Bear Valley Community Healthcare District that the Board of Directors does hereby adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the Administrative Assistant and available to the public for inspection and copying;

NOW, THEREFORE BE IT FURTHER RESOLVED by the Board of Directors of the Bear Valley Community Healthcare District that the Board of Directors does hereby adopt the terms of Title 2, Section 18730 of the California Code of Regulations and any amendments or revisions adopted by the FPPC are also hereby incorporated by reference. This regulation and the attached proposed amended Appendix designating officials and employees and establishing disclosure categories shall constitute the Conflict of Interest Code of Bear Valley Community Healthcare District.

**BE IT FURTHER RESOLVED** that the said amended Conflict of Interest Code shall be submitted to the Board of Supervisors of the County of San Bernardino for approval and said Code shall become effective at the time which the Board of Supervisors approves the proposed amended Code as submitted.

PASSED, APPROVED AND ADOPTED THIS 12th DAY OF SEPTEMBER 2018

President, Board of Directors	
Bear Valley Community Healthcare District	
Secretary, Board of Directors	
Bear Valley Community Healthcare District	

# ONFLICT OF INTEREST CODE OF THE BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Sec. 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the Bear Valley Community Healthcare District ("District").

Individuals holding designated positions shall file their statements of economic interests with the District, which will make the statements available for public inspection and reproduction (Gov. Code Sec. 81008). All statements will be retained by the District. Upon receipt of the statements of the Board and Chief Executive Officer, the District shall make and retain a copy and forward the originals of these statements to the Clerk of the Board of Supervisors of the County of San Bernardino for filing. Statements for all other designated positions will be retained by the District and made available for public inspection and preproduction during regular business hours.

# **APPENDIX "A"**

# **DESIGNATED POSITIONS**

DESIGNATED EMPLOYEES	DISCLOSURE CATEGORIES
Compliance Officer	<u>5</u>
Dietary manager	6
Director of Accounting Services / Compliance	5
Director of Information Systems & Radiology	6
Director of Patient Services	6
Facility Manager	3, 6
General Counsel	1, 2
Health Information Management/Compliance	6
Human Resources Director	6
Laboratory Manager	6
Marketing Director	<u>6</u>
MOM Project Director/Educator	6
OR Supervisor	<u>6</u>
Pharmacist	6
Purchasing Coordinator	5
Respiratory Therapy Manager	6
Risk Management	6
EVS / Security	6
Consultants	*

*Consultants shall be included in the list of Designated Employees and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation: The District Administrator may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and, thus, is not required to fully comply with the disclosure requirements described in this Section. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The District Administrator's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Government Code Section 81008).

#### **OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

District Officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18701(b), are NOT subject to the District's Code but <u>are</u> required to file a statement of economic interests in accordance with of Government Code Section 87200 which requires disclosure of all investments and business positions in business entities, all income, including gifts, loans and travel payments, and real property. These positions are listed here for informational purposes only:

- Members of the Board of Directors
- Chief Executive Officer/District Administrator
- Chief Financial Officer
- Financial Consultants

Individuals holding one of the above-listed positions may contact the FPPC for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The FPPC makes the final determination whether a position is covered by § 87200.

### **APPENDIX "B"**

#### **DISCLOSURE CATEGORIES**

The disclosure categories listed below identify the types of investments, business entities, sources of income, including gifts, loans and travel payments, or real property which the Designated Employee must disclose for each disclosure category to which he or she is assigned.

<u>Category 1</u>: All investments and business positions in, and sources of income from, business entities that do business or own real property within the jurisdiction of the District, plan to do business or own real property within the jurisdiction of the District within the next year, or have done business or owned real property within the jurisdiction of the District within the past two (2) years.

<u>Category 2</u>: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the District.

<u>Category 3</u>: All investments and business positions in, and sources of income from, business entities that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the District, plan to engage in such activities within the jurisdiction of the District within the next year, or have engaged in such activities within the jurisdiction of the District within the past two (2) years.

<u>Category 4</u>: All investments and business positions in, and sources of income from, business entities that are banking, savings and loan, or other financial institutions.

<u>Category 5</u>: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the District.

<u>Category 6</u>: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Employee's Department.

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

#### § 18730. Provisions of Conflict of Interest Codes.

- (a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.
- (b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:
  - (1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

#### (3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

- (A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;
- (B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and
  - (C) The filing officer is the same for both agencies.1

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories

are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.²

- (5) Section 5. Statements of Economic Interests: Time of Filing.
- (A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.
- (B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.
- (C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

- (D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.
  - (5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

- (A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:
  - (1) File a written resignation with the appointing power; and
- (2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.
  - (6) Section 6. Contents of and Period Covered by Statements of Economic Interests.
  - (A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

- (C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.
  - (D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;

- 2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
  - 3. The address or other precise location of the real property;
- 4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.
- (B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:
- 1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
- 2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
  - 3. A description of the consideration, if any, for which the income was received;
- 4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
- 5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.
- (C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported, 6 the statement shall contain:
- 1. The name, address, and a general description of the business activity of the business entity;

- 2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.
- (D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.
- (E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.
  - (8) Section 8. Prohibition on Receipt of Honoraria.
- (A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.
- (B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.
- (C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.
- (D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.
  - (8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$470.

- (A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$470 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.
- (B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.
- (C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section,
  - (8.2) Section 8.2. Loans to Public Officials.
- (A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.
- (B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.
- (C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected

officer has been elected or over which that elected officer's agency has direction and control.

This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

- (D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.
  - (E) This section shall not apply to the following:
- 1. Loans made to the campaign committee of an elected officer or candidate for elective office.
- 2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
  - 3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.

- 4. Loans made, or offered in writing, before January 1, 1998.
- (8.3) Section 8.3. Loan Terms.
- (A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.
  - (B) This section shall not apply to the following types of loans:
  - 1. Loans made to the campaign committee of the elected officer.
- 2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
  - 3. Loans made, or offered in writing, before January 1, 1998.
- (C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.
  - (8.4) Section 8.4. Personal Loans.
- (A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

- 1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
- 2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
  - a. The date the loan was made.
  - b. The date the last payment of \$100 or more was made on the loan.
- c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.
  - (B) This section shall not apply to the following types of loans:
- 1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
  - 2. A loan that would otherwise not be a gift as defined in this title.
- 3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
- 4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
- A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.
- (C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

- (A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;
- (B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;
- (C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;
- (D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or
- (E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$470 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.
  - (9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be

made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

- (A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or
- (B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.
  - (10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

² See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵ A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

#### **HISTORY**

- 1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14). Certificate of Compliance included.
- 2. Editorial correction (Register 80, No. 29).
- 3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).
- 4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).
- 5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).
- 6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).
- 7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).
- 8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).

- 9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
- 10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
- 11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
- 12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
- 13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).
- 14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
- 15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No.13).
- 16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
- 17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).

- 18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).
- 19. Editorial correction of subsection (a) (Register 98, No. 47).
- 20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343,4(d) (Register 99, No. 20).
- 21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).
- 22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).
- 23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices*Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).
- 24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District,

nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

- 25. Editorial correction of History 24 (Register 2003, No. 12).
- 26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).
- 27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).
- 28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).
- 29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).
- 30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).
- 31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of

Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014;

operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations. Submitted to OAL for filing and printing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)-(D), amendment of subsections (b)(8.1)-(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(9)(E) filed 12-1-2016; operative 12-31-2016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law,

3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision,

April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).



# **Board Report**

September 2018

### **CEO Evaluation**

Ron Vigus has reviewed the CEO evaluation with John.

## **Compliance Assessment**

The QHR team will be on-site Sept. 9-7.

### **Mock Survey**

The consultant that will review the Environment of Care and Life Safety compliance will be onsite in September to complete the Survey.

### Retreat

Ron Vigus is planning on attending the September 22 retreat.

## **Upcoming Education Events – September**

# 09/11/18 Board Leadership Series Topic #8

September 11, 2018 12:00 - 1:00 pm CST

# 09/13/18 Workforce Efficiency Webinar

September 13, 2018 10:30 - 11:30 am CST

## 09/17/18 Communicating Effectively for Projects

September 17, 2018 2:00 - 3:00 pm CST

## Other

Ken Ward is planning to attend the Board meeting.

# **Upcoming Projects**

- CAH Mock Survey August 2018
- Cost Report Review following preparation of Cost Report

# **Completed Projects**

- IT Assessment
- Revenue Cycle Assessment
- Compliance Implementation/ Compliance Risk Assessment



- Mock Survey (Quality)
- QPA Supply Chain Review
- Contractual Allowances and Bad Debt Review
- Financial Operating Review

# Annual Quorum Consulting Plan

Hospital:	Bear Valley	_x_ Draft
<b>FYI:</b> 6/30		Final

RVP: Ron Vigus AVP: Ken Ward RFA: Len Adcock

Consulting Plan HFY19									
Engagement	Est. Time Frame	Within Contract	Add-On	Scope/Notes					
Cost Report Review									
Contractual & Bad Debt Analysis				May want to have David Perry com on site					
Productivity Benchmark Assessment				Board has approved project and travel					



# **CNO Monthly Report**

TOPIC	UPDATE	ACTION/FOLLOW UP
I. Regulatory Updates	<ul> <li>Plan of correction submitted for 2567 received regarding SNF self-report.</li> </ul>	<ul> <li>Informational</li> </ul>
2. Budget/Staffing	<ul> <li>Overtime and call offs are assessed each shift.</li> <li>Flexing of staff is done daily as warranted by census.</li> </ul>	<ul> <li>Continue to monitor</li> </ul>
3. Departmental Reports		
■ Emergency Department	<ul> <li>ED remodel project update: Cabinets and countertops have been started. Flooring and paint will follow.</li> <li>Patient perception workgroup met and is developing strategies for implementation to improve the patient experience in the ED.</li> </ul>	<ul> <li>Informational</li> </ul>
<ul><li>Acute</li></ul>	<ul> <li>Case Manager has formed "re-admissions" workgroup, the focus will be on preventing Heart Failure readmissions to BVCH and surrounding hospitals.</li> </ul>	<ul> <li>Continue to monitor</li> </ul>
Skilled Nursing	<ul> <li>Census is currently at 16 residents; all waiting list applicants have been called and are not currently appropriate for placement. Case Manager is continuing to network with other SNFs through collaborative meetings and is hosting a meeting in October at BVCHD with a "networking" opportunity immediately following the meeting.</li> <li>SNF QAPI projects are ongoing including: Fall reduction, Restorative Nursing program &amp; Hand Hygiene monitoring.</li> <li>SNF DON is revising SNF Policies.</li> <li>SNF DON and DSD will be attending the CDPH roundtable in San Bernardino 9/11/18.</li> <li>Employment offer was extended to a SNF DON Candidate. The offer was accepted; the candidate</li> </ul>	<ul> <li>Continue to monitor</li> <li>Informational</li> </ul>

■ Surgical Services	is currently going through the employment screening process. She plans to start working 10/15/18.  Survey preparation meeting is scheduled in anticipation of the annual CDPH survey.  Orthopedic procedures being done weekly  Ophthalmic procedures being done monthly. Equipment failure caused cases to be rescheduled.  Recommendations from mock CAH survey and Relicensing survey have been implemented.  OR is in need of repair (flooring, painting, etc.) if surgeries are to continue.	<ul> <li>Monitor surgical services costs and FTEs</li> </ul>
■ Case Management	<ul> <li>DON and Eligibility Worker are working on referrals for SNF residents and Swing patients.</li> <li>Case Manager attended Readmissions Collaborative.</li> <li>One PD Case Manager has started and is currently being trained. She comes to BVCHD with many years of Case Management experience.</li> </ul>	<ul><li>Continue to monitor</li></ul>
■ Respiratory Therapy	<ul> <li>RT Supervisor position has been filled.</li> <li>RT Supervisor and Lab Manager completed and submitted the 2567 for the recent blood gas survey. Monitoring and policy revision for the POC is in process.</li> <li>2 PD RT staff have been hired.</li> <li>One RT is out on FMLA.</li> <li>The RT supervisor is working with RCH to coordinate educational opportunities for the department become more efficient with deliveries and infant care.</li> <li>RT supervisor completed a book that shows all current inventory in the department, along with the expiration dates in preparation for the CAH survey.</li> <li>The infant warmer has also been updated and is ready for state inspection.</li> </ul>	■ Informational
<ul> <li>Physical Therapy</li> </ul>	<ul> <li>One PTA resigned, her last day is 9/7/18, the position has been posted on our website.</li> </ul>	<ul> <li>Informational</li> </ul>

<ul> <li>Food and Nutritional Services</li> </ul>	<ul> <li>Point of Sale system has been approved and will be implemented, the new system will allow for credit card use in the cafeteria as well as payroll deductions for employee cafeteria use.</li> <li>Dietary policies and manual have started the review process.</li> </ul>	<ul> <li>Informational</li> </ul>
4. Infection Prevention	<ul> <li>Hand Hygiene monitoring continues.</li> <li>Infection Preventionist is rounding weekly to educate staff on hand hygiene and infection issues.</li> <li>Infection Preventionist is conducting monthly rounds to monitor POC compliance and is reporting findings through Infection Control Committee</li> <li>Infection Preventionist attended a training at the Center for Domestic Preparedness related to infectious disease management. Training will be provided to staff upon her return.</li> </ul>	<ul> <li>Informational</li> </ul>
5. QAPI	<ul> <li>Just Culture initial training is complete, training has been implemented into new hire orientation.</li> <li>BETA HEART communication workgroup continues to recommend the following be implemented in each department:         <ul> <li>Rounding program</li> <li>Stoplight boards</li> <li>Huddles</li> </ul> </li> <li>Progress is reported in QI committee.</li> </ul>	<ul> <li>Informational</li> <li>Continue process for Just Culture/ BETA Heart implementation</li> </ul>
	<ul> <li>PFAC project for ED lobby and ED art work is in process. Photographs have arrived and are waiting to be hung for display.</li> <li>PFAC met in August and discussed the following topics: SNF DON candidates, ED Remodel, ED Employee artwork project, suggestion box recommendations, ED patient information guide, End of Term luncheon, recruitment of new members.</li> <li>SCORE survey department debriefs are almost competed (2 departments remain). Summaries from the debriefings are being shared with the department manager. After all departments are debriefed an action plans will be developed.</li> </ul>	<ul> <li>Continue quarterly PFAC meetings</li> </ul>

	<ul> <li>CAH Mock Survey action plan (done by QHR consultant) has been updated to reflect progress/ and new completion updates. Updates were presented at the QI Regulatory Committee.</li> </ul>	
6. Policy Updates	<ul> <li>Policies reviewed weekly by Policy and Procedure committee.</li> </ul>	<ul><li>Reviewed through P&amp;P Committee</li></ul>
7. Safety/Product	<ul> <li>Workplace Violence training is being provided to all BVCHD staff.</li> <li>Workplace Violence reports are submitted to CalOSHA on an ongoing basis.</li> <li>ED Manager attended training at the Center for Domestic Preparedness on infectious disease management, a drill for staff will be implemented upon her return.</li> </ul>	<ul> <li>Continue to monitor new regulation and compliance dates</li> </ul>
8. Education	<ul> <li>BLS Classes scheduled monthly, ACLS &amp; PALS scheduled quarterly</li> <li>Smoking Cessation classes being held as scheduled.</li> <li>New employee preceptor program being developed by clinical managers.</li> <li>Nursing skills orientation/ annual review of competency is being held quarterly for all clinical staff.</li> </ul>	Continue to monitor
9. Information Items/Concerns	<ul> <li>Nurse Leaders are continuing to round daily to educate staff on current issues in the district and to encourage feedback on staff that need to be recognized for excellent performance. Staff feedback for this program has been positive.</li> </ul>	■ Informational
Respectfully Submitted by: Kerri Jex, CNO	Date: August 31st, 2018	

# 2018 Surgery Report

		Aug-18
Physician	# of Cases	Procedures
Pautz - DO	2	Carpal Tunnel Release
Pautz - DO	1	ORIF Phalanx Foot
Pautz - DO	1	ORIF Radius
Pautz - DO	1	Fulkerson Osteotomy Knee
Pautz - DO	1	Excision of Ossicle Foot
Critel - CRNA	4	LESI
Critel - CRNA	2	Hip Injection
Critel - CRNA	1	Shoulder Injection
Tayani	2	Cataract
Total	15	
		Sep-18
Physician	# of Cases	Procedures
Pautz - DO		
Pautz - DO		·
Pautz - DO		
Critel - CRNA		
Tayani		
Total	0	
		Oct-18
Physician	# of Cases	Procedures
Pautz - DO		
Critel - CRNA		
Critel - CRNA		
Critel - CRNA		
Tayani		
Total	0	
	¥=	Nov-18
Physician	# of Cases	Procedures
Pautz - DO		
Pautz - DO		

### August 2018

### **CEO Information:**

CDPH completed the CLIA Recertification Survey on July 30, 2018. A Plan of Correction was submitted on August 02, 2018. (Attachment)

CDPH conducted our Annual Licensing Survey on August 18, 2018. A Plan of Correction was submitted on August 16, 2018. (Attachment)

Michele French has accepted the Grant Writer Contract position and will begin October 01, 2018. This will be a thirty hour per month position.

Board retreat is scheduled for September 22, 2018 from 9am – 4:00 pm in the Hospital Main Conference Room. David Moon of Moon & Mayoras our architectural and planning experts will be present for a portion of the meeting to provide an update of options and cost estimates.

The Foundation Hosted the  $2^{nd}$  annual Helen Walsh Humanitarian of the Year Award to honor Don & Carol Bremmer at the Alpenhorn Bed & Breakfast on August 26; over 100 were in attendance.

### Marketing:

We are currently advertising the District Wellness Program / Campaign and continue to advertise the Smoking Cessation Class.

### **Attachment:**

**QHR Board Minutes** 



7017 1450 0000 2711 0666

August 2, 2018

Laboratory Field Services 320 West 4th Street Suite #890 Los Angeles, CA 90013

Attn: Wenn Chen

Re: CLIA Recertification Survey Standard Level Deficiencies

Dear Mr. Chen,

Attached is our Plan of Correction for the CLIA Recertification Survey (CMS-2567) received on July 23, 2018 for the survey completed on July 3, 2018.

If you have any questions or need clarification contained in the Plan of Correction, please do not hesitate to contact Administration at (909)878-8214.

Sincerely,

Alexandra Mejia

Respiratory Therapy Supervisor

Pamela Hargrave-Thomas

Laboratory Director

Enclosure: CMS-2567

STATEMENT OF DEFICIENCIES

(X3) DATE SURVEY COMPLETED

	AND PL	AN OF CORRECTION	_050	00698083		A BUILDING	7/3/2018	
NAME OF FA	CILITY		STREET A	ADDRESS CI	TY, STATE, ZIP COL	DF		
BEAR VAL	LEY COMM	I. HOSPITAL RESPIRATORY THRPY.				IG BEAR LAKE, CA 9231	5	
(X4) JD PREFIX TAG	(EAC	SUMMARY STATEMENT OF DEFICIENCIES H DEFICIENCY SHOULD BE PRECEDED BY FL	JIL	IO PREFIX		PLAN OF CORRECTE ACTIO	TION N SHOULD BE	(XS) COMPLETION
	D2121	HEMATOLOGY CFR(s): 493.851(a)  Failure to attain a score of at least 80 per acceptable responses for each analyte itesting event is unsatisfactory analyte performance for the testing event. This STANDARD is not met as evidence Based on review of the laboratory profice (PT) test result reports, and interview will taboratory failed to attain a score of at lea percent of acceptable responses for each testing event. The findiuded:  a. The laboratory used if GEM 5000 bloomstrument reporting pH, PO2, PCO2, pHemoglobin (Hgb).  b. In order to ensure the accuracy of the testing system, the laboratory enrolled its WSLH PT programs.  c. The laboratory attained a score of 0% in the 2nd 2017 PT event which was unsatisfactory analyte performance for the event.  d. The laboratory performed Hgb in appring patient samples each monthly.	ercent of n each ed by: iency th the that the ast 60 h analyte ndings od gas lus  Hot FT with for Hot me testing		1. Documentable from 2017 has be root cause was a not performed we incalculable? re. 4000 and 5000 a during the PT sate.  2. There was not is only applicable.  3. The PT instruction of the Treatment of the PT sate.  4. The clinical last special handling review all PT rest added to the RT frindings are reported by evaluated for other properties. The performance of the PT frindings are reported by evaluated for other properties.	a need for special handling of then testing the PT specimes suits for carboxy-, oxy-, and analyzers must be primed will impling process.  In potential for patient specimes to PT specimens, not patient of the PT specimens, not patient of the patient specimens. The GEM 4000 and 500 include the special handling the borstory manager and the notinatoric to be for essigning the patient of the PT submission. A new continuation of the PT submission of the PT submission of the PT submission of the PT submission. A new continuation, modification or the PT supervisor.	led proficiency testing (PT) d by the medical director. The pt specimen which was a the PT specimen which was methemoglobin. The GEM it whole blood several times one to be affected. The issue on twhole blood.  The difference of the importance of PT specimens.  The pt specimens of PT specimens of PT specimens.  The pt specimens of PT specimens of PT specimens.  The pt specimens of PT specimens of PT specimens of PT specimens.  The pt specimens of PT specime	DATE  8/2/2018 and  Ongoing
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continued progra	in participatio	n.		resc distantes	* or E U1905 949(11)	to the receipt of denicehoes are	cried, an approved gian of correcti	on it requisite to
4	MAM	OR PROVIDER/SUPPLIER REPRESENTATIVE	SIGNATU H) 14	RE	TITLE MEDICAL DI	RECTOR MAN / WI	CHARLE (X6) DATE 0-2	
CONTAL CINED-5291	ev (nsvala) ko	evious versions Obsolète:	` <b>)</b> '			• -	If continuation sheet Page	1 of 5

(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:

(X2) MULTIPLE CONSTRUCTION

A. BUILDING_

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(DEI	OVIDER/SUPPI INTIFICATION 10698083		(X2) MULTIPLE CONSTRUCTION  A. BUILDING  B. WING	(X3) DATE SURVE	Y COMPLETED
NAME OF FA	CILITY	STREET	ADDRESS, CIT	TY, STATE, ZIP CO	ODE		
BEAR VAL	LEY COMM, HOSPITAL RESPIRATORY THRPY.	41870 G	SARSTIN DE	R., POB 1649,	BIG BEAR LAKE, CA 92315		
(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY SHOULD BE PRECEDED BY FL REGULATORY OR LSC IDENTIFYING INFORMATIO	JLL	ID PREFIX TAG	CRO	PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOUL SS-REFERRED TO THE APPROPRIATE D	PEFICIENCY)	(XS) COMPLETION DATE
	D3D31 RETENTION REQUIREMENTS CFR(s): 493,1106(a)(3)		D3031		ommunity Healthcare District has a form ets CLIA guidelines.	nal Record Retainton	8/2/18 and Ongoing
	Analytic systems records. Retain quality of and patient test records (including Instrum printouts, if applicable) and records document all analytic systems activities specified in \$§493.1252 through 493.1289 for at least	ent neoling 2		The QC record The QC record Supervisor, the 2. All QC reco	test results referenced in D3031 were is could not be accessed by the Respir is have since been printed and reviewe is clinical laboratory manager, and the mass for all testing performed in June 20 perfore no patient lesting was adversely	atory Techs (RTs), of by the new RT sedical director, 18 meet CLIA	The second secon
	Based on review of the laboratory record interview with the laboratory staff, it was determined that the laboratory falled to ra quality control and patient test records (in Instrument printouts, if applicable) and record documenting all analytic systems activities specified in §§493, 1252 through 493,1289 [east 2 years,	tain cluding cords		download, and the new policy, annual compet 4. New RT Su reports togethe	pervisor and clinical laboratory manage or on a monthly basis. The new RT Sup	I and will sign-off on ing checklists and or will review QC pervisor will review	
-	a. The laboratory performed blood gases in new IL GEM 5000.  b. Review of two patient test result reports 6/12/18 #10131696 and 6/16/18 #1013204 the time of survey (7/3/2018 @10:46 am), quality controls (QC) instrument print-out swere available on file, and unable to retrieve the instrument.	result reports from 1/18 #10132040, at @10:45 am), no ent print-out sheets		six months. An Dashboard to defor each RT. Find up to the Gindicator will be	entation process with each RT once painew QI indicator has been edded to the locument random checks of the QC document random checks of the QC documenting Board of Directors for 6 months overning Board of Directors for 6 months evaluated for confinuation, modification recon — RT Supervisor	RT Quality cumentation process se, medical staff, hs, at which time the	
homes, the abov	verse for further instructions.) Except for nursing homes, the finding findings and plans of correction are disclosable 14 days following	i out the rvey	bove are disclo	sable 90 days follo	providing it is determined that other salegi wing the date of survey whether or not a pla ple to the facility. If deliciencies are tited, an	an of correction is provide	d. For nursing
LABORATORY	am gantispation.  Office COR'S OR PROVIDER/SUPPLIER REPRESENTATIVE  HOLD  657 (02/98) Previous Versions Obsolete	S SIGNATI	URE	TITLE MEDICAL	DIRECTOR MUNICIPAL II CO	(X6) DATE	2-18

(X3) DATE SURVEY COMPLETED

STATEMENT OF DEFICIENCIES IDENTIFICATION NUMBER: AL BUILDING __ AND PLAN OF CORRECTION .05D0698083 7/3/2018 B. WING NAME OF FACILITY STREET ADDRESS, CITY, STATE, ZIP CODE 41870 GARSTIN DR., POB 1649, BIG BEAR LAKE, CA 92315 BEAR VALLEY COMM. HOSPITAL RESPIRATORY THRPY. (X4) ID (X5) SUMMARY STATEMENT OF DEFICIENCIES ID PLAN OF CORRECTION PREFIX COMPLETION (EACH DEFICIENCY SHOULD BE PRECEDED BY FULL PREFIX *(EACH CORRECTIVE ACTION SHOULD BE)* TAG REGULATORY OR LSC IDENTIFYING INFORMATION) CROSS-REFERRED TO THE APPROPRIATE DEFICIENCY) DATE TAG 1. Competency of Respiratory Therapists (RTs) has always been 8/2/2018 and D5209 PERSONNEL COMPETENCY ASSESSMENT D5209 assessed on an annual basis. However, the competency forms did not Ongoina POLICIES cover details about pulling QC reports. The instrumentation Laboratory 310M | CFR(s): 493,1235 GEM 4000 and 5000 systems are fully automated with calibration and Intelligent Quality Management (iQM). The analyzers have an iQM button As specified in the personnel requirements in displayed with a timer. There is a color-coded (QM process on the subpart M, the laboratory must establish and analyzers which alerts the operators if the analyzers are not ready for use follow written policies and procedures to assess with acceptable calibration and QC. The iQM button turns green or blue employee and, if applicable, consultant when acceptable and ready for patient samples. The IDM button is dithered out and the analyzers will not analyze patient samples if the iQM competency, falls. Previously all RTs had not been trained on the entire QC process. This STANDARD is not met as evidenced by: Additionally if the automated (QM falls repeatedly, the GEM analyzers will not allow patient testing and the partridge must be replaced. D5209 Continued From page 2 2. It is good laboratory practice for all RTs to fully understand and know D5209 the process for reviewing QC results. No patient test results were affected Based on observation of the laboratory personnel since the analyzers will not permit patient testing unless calibrations and handling the blood gas instrument, and interview QC are acceptable. with the laboratory staff, it was determined that the laboratory failed to establish and follow written 3. A new policy has been created to document the process to generate, policies and procedures to assess employee. The download, and print QC results. All RTs will be trained and will sign-off on findings included: the new policy. This process has been added to training checklists and annual competency torms. Additionally, iQM specimens will now be run dally in the morning, 7 days/week, and the daily reports will be printed and See D-2121, and D-3031 filed. The GEM operating procedures have been updated and reviewed with all RTs. b. The testing persons did not show its competencies to handling the GEM 5000 blood 4. New RT Supervisor and clinical laboratory manager will review QC gas instrument and how to generate reports reports and control charts together on a monthly basis. The new RT including quality control print-outs. supervisor will review daily IQM reports for al least one month. The new RT Supervisor will review the process with each RT once par month for at least six months. Any deficiency statement ending with an asterist (*) denotes a deficiency which the institution may be excused from correcting providing it is determined that other safeguards provide sufficient protection to the patients. (See reverse for further instructions.) Except for nursing homes, the findings stated above are disclosable 90 days following the date of survey whether or not a plan of correction is provided. For nursing

homes, the above findings and plans of correction are diciosable 14 days following the date these documents are made available to the facility. If deficiencies are cited, an approved plan of correction is requisite to

(X1) PROVIDER/SUPPLIER/CLIA

FORM CMS-2567 (02/99) Previous Versions Obsolete

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

continued program participation.

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DC2) MULTIPLE CONSTRUCTION

If continuation sheet Page 3 of 5

	STATEMENT OF DEFICIENCIES		PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:		(X2) MULTIPLE CONSTRUCTION		Y COMPLETED
	AND PLAN OF CORRECTION	05/0698083			A. BUILDING B. WING	7/3/2018	
NAME OF				TY, STATE, ZIP CO			
BEAR VA	LLEY COMM. HOSPITAL RESPIRATORY THRPY.	41870 G	ARSTIN DE	R., POB 1649, E	BIG BEAR LAKE, CA 92315		
(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES  (EACH DEFICIENCY SHOULD BE PRECEDED BY F  REGULATORY OR LSC (DENTIFYING INFORMATION)  REGULATORY OR LSC (DENTIFYING INFORMATION)		PREFIX TAG	I	PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHO S-REFERRED TO THE APPROPRIAT Bley Respiratory Therapy (RT) Dep	OULD BE TE DEFICIENCY	(X5) COMPLETION DATE 8/2/2018 and
continued pro	CFR(s): 493.1407(s)(b)  The laboratory director is responsible for the overall operation and administration of the laboratory, including the employment of personnel who are competent to perform tast procedures, and record and report test results promptly, accurate, and proficiently and for assuring compliance with the applicable regulations.  (a) The laboratory director, if qualified, may perform the duties of the technical consultant, clinical consultant, and testing personnel, or delegale these responsibilities to personnel meeting the qualifications of 493.1409, 493.1415, and 493.1421, respectively.  (b) If the laboratory director reapportions performance of his or her responsibilities, he or she remains responsible for ensuring that all duties are properly performed. This STANDARD is not met as evidenced by: Based on observation of the laboratory operations, and interview with the laboratory testing personnel, it was determined that the laboratory director failed to be responsible for the laboratory including the employment of personnel who are competent to perform test procedures, record and report test results promptly, accurately and proficiently, and for assuring compliance with the applicable regulations. The findings included:  See D-1031, D-5209, D-6067	ied a late i	bove are disclo	administrative to organization should be called for an IRT. Additional RT. Additional RT. Additional RT. Additional RT. Additional to the medical director affected by the and QC method operations and continues to revide and submits an now sign off on The medical director has be approved by Indicator has be monthly medical control. Finding to the Governing indicator will be Responsible per additional results of the governing indicator will be responsible per additional results of the governing indicator will be responsible per additional results of the governing indicator will be responsible per additional results of the governing indicator will be responsible per additional results of the governing indicator will be responsible per governing the government of the governing indicator will be responsible per government.	changes in response to this CLIA S ructure included only a Lead RT. A RT Supervisor which has been filled by the clinical laboratory manager in the RT Department. These changes policies and on an organizational de- solor.  These been created for Delegation of the Patient enteries blood gas results former structure since both analysis	curvey. Formerly the time position was a betting senior is now a Technical have been chart, and approved by of Duties from the owere not adversely as have automated callity for overall RT. The medical director in a weekly basis and approximately weekly enew RT Supervisor will the RT Department, at Medical Executive at all QC records, PT e corrective action will basis. A new QI our do document our document is medical staff, and up at which time the attorn or deletion.	Ongoing  rotection to the
	RY DIRECTOR'S OR PROVIDER/SUPPLIER, REPRESENTATIVE	'S SIGNAT	IJRE	TITLE	7.	(X6) DATE	
CABURAIO	1400 W/W 8/2/19	HANGICE	, .		DIRECTOR/ALL //	Will o	-2-18
FORM CMS	267 (02/99) Previous Versions Obsolete				i i	f continuation sheet Pag	e <u>4</u> of <u>5</u>

STATEMENT OF DEFICIENCIES

(X3) DATE SURVEY COMPLETED

	AND PLAN OF CORRECTION 0.05		NTIFICATION 20698083		A. BUILDING B. WING	7/3/2018	
NAME OF F	·	1	-	TY, STATE, ZIP CO			
BEAR VAL	LLEY COMM. HOSPITAL RESPIRATORY THRPY.	41870 (	GARSTIN DI	R., POB 1649, B	IG BEAR LAKE, CA 92315		
(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES  (EACH DEFICIENCY SHOULD BE PRECEDED BY I REGULATORY OR LSC IDENTIFYING INFORMATI		ID PREFIX TAG	CROSS	PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHO S-REFERRED TO THE APPROPRIATI		(X5) COMPLETION DATE
D6023	LABORATORY DIRECTOR RESPONSIBILITIES CFR(s): 493.1487(e)(6)  The laboratory director is responsible for the overall operation and administration of the laboratory, including the employment of personnel who are competent to perform test procedures, and record and report test results promptly, accurate, and proficiently and for assuring compliance with the applicable regulations.  (e) The laboratory director must—  (e)(6) Ensure the establishment and maintenance of acceptable levels of analytical performance for each test system;	D6023	D6023	Department have 2. The medical and revised poll forms. 3. The medical departmental over Supervisor will ethe medical director promptly in the ethe complete in the second control in the c	ational changes to the Respiratory re become effective immediately. Indirector has approved the administrates, revised training checklists, and director will be more involved in doversight. The clinical laboratory managers that all required documentations, and that the medical director vevent of any major testing problems aboratory manager and the new RT at least one month, then at least my manager and the new RT Supervices.	trative changes, new of revised competency cument review and nager and the new RT tion is sent promptly to will always be contacted to or delays.  Supervisor will meet at onfuly the reafter. The	6/2/2018 and Ongoing
	This STANDARD is not met as evidenced by: Based on observation of the laboratory operations, and interview with the laboratory testing personnel, it was determined that the laboratory director failed to ensure the establishment and maintenance of acceptable levels of analytical performance for each test system. The findings included:  a. See D-6067  b. By observations of and interview with the testing personnel, the testing personnel could not show competencies to perform GEM 5000 instrument and ensure an acceptable levels of	E6023	D6067	1. In addition to manager and the timing of lest per 2. The RT Policy has been revised testing: a) air in temperature in the revised policy 3. The official is	director for at least six months, the organizational changes, the clips new RT Supervisor have reviewed formance, and factors that influence, "Sampling and Analysis of Arteria to include three main factors that the sample b) mixed arterial/vence blood gas lab. All RTs will be trained to the sample bit of the document	d specimen handling, the test results, at Blood Gas" policy affect blood gas bus blood and c) sined and asked to sign Supervisor will work	e de la constitución de la const

(X1) PROVIDER/SUPPLIER/CLIA

(X2) MULTIPLE CONSTRUCTION

Any deficiency statement enough with an ascerisk (*) becomes a valuable may be excused from consecting providing it is determined that other safeguards provide sufficient protection to the patients. (See reverse for further instructions.) Except for nursing homes, the finding stated above are disclossible 90 days following the date of survey whether or not a plan of correction is provided. For nursing homes, the above findings and plans of correction are disclossible 14 days following the date these documents are made available to the facility. If deficiencies are tited, an approved plan of correction is requisite to continued program participation.

LABORATORY DIRECTOR'S OR PROVIDER SUPPLIER REPRESENTATIVE'S SIGNATURE	TITLE (X6) DATE
14 Hargott lu (12/18	MEDICAL DIRECTOR / W / ////// 8-2-18
FORM CMS-296) (02/99) Previous Versions Obsolete U/	If continuation sheet Page <u>5</u> of <u>5</u>

### STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION

(2) the skills required for performing each test

(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 0500698083

(X2) MULTIPLE CONSTRUCTION A. BUILDING _____

(X3) DATE SURVEY COMPLETED

If continuation sheet Page

7/3/2018

B, WING ____

NAME OF FACILITY STREET ADDRESS, CITY, STATE, ZIP CODE BEAR VALLEY COMM. HOSPITAL RESPIRATORY THRPY: 41870 GARSTIN DR., POB 1649, BIG BEAR LAKE, CA 92315 (X4) ID SUMMARY STATEMENT OF DEFICIENCIES PLAN OF CORRECTION l(X51 PREFIX (EACH DEFICIENCY SHOULD BE PRECEDED BY FULL PREFIX (EACH CORRECTIVE ACTION SHOULD BE COMPLETION TAG REGULATORY OR LSC IDENTIFYING INFORMATION TAG CROSS-REFERRED TO THE APPROPRIATE DEFICIENCY) DATE D6023 | Continued From page 4 06023 D6067 Continued From page 5 analytical performance for each test system. D6067 D6067 TESTING PERSONNEL QUALIFICATIONS D6067 method and for proper instrument use: CFR(s): 493.1423(b)(4)(f) (3) the skills required to implement the quality control (QC) policies and procedures of the Each individual performing moderate complexity laboratory. tasting must have training to ensure that the (4) an awareness of the factors that influence test individual hasresults: and (A) the skills required for proper specimen. (5) the skills required to assess and verify the collection, including palient preparation, if validity of patient test results through the applicable, labeling, handling, preservation or evaluation of quality control sample values orior fixation, processing or preparation, transportation to reporting patient test results. The findings and storage of specimens: included: (B) the skills required for implementing all standard laboratory procedures: a. See D-3031, and D-5209 (C) the skills required for performing each test method and for proper instrument use: b. The laboratory lesting personnel were lack of (D) the skills required for performing preventive skills to understand what procedure will bigger maintenance, troubleshooting and calibration instrument GEM 6000 to print-out appropriate procedures related to each test performed; information needed. (E) a working knowledge of reagent stability and storage: c. With helps from IL instrument specialist by (F) the skills required to implement the quality phone instructions still could not print out quality control policies and procedures of the laboratory: control result reports for the dates of 6/12 and (G) an evareness of the factors that influence 6/16/2018 at the time of survey (7/3/18 @ 11:15 test results; and (H) the skills required to assess and verify the validity of patient test results through the d. No evidence and no QC documents to assure evaluation of quality control sample values prior to two patient testing results (one on 6/12/18 # reporting patient test results. 1013696, the other on 6/16/18 #10132040) were This STANDARD is not met as evidenced by: accurate before releasing the reports, Based on observations of the laboratory sufficient protection to the patre personnel testing, and interview with the e. By observation on site, the testing personnel on is provided. For nursing laboratory testing personnel, it was determined in of correction is requisite to were not familiar with GEM 5000 instrumentation. that the laboratory director failed to provide operations to complete the surveyor requested LAB proper training to ensure that the individual hastasks. (1) the skills required for implementing all FOR standard laboratory procedures;

PRINTED: 08/28/2018 FORM APPROVED 'OMB NO. 0938-0391

NAME OF PROVIDER OR SUPPLIER  BEAR VALLEY COMMUNITY HOSPITAL  (X4) ID PREFIX TAG (EACH DEFICIENCY MUST BE PRECEDED BY FULL TAG (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)  FOOD  INITIAL COMMENTS  FOOD  The following reflects the findings of the California Department of Public Health during an abbreviated standard survey to investigate a	) ETE
### A 1870 GARSTIN RD BIG BEAR LAKE, CA 92315    (X4) ID PREFIX TAG   (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)   TAG      F000   INITIAL COMMENTS   F000      The following reflects the findings of the California Department of Public Health during an	—— ) .ETE
PREFIX TAG REGULATORY OR USC IDENTIFYING INFORMATION)  PREFIX REGULATORY OR USC IDENTIFYING INFORMATION)  PREFIX TAG REGULATORY OR USC IDENTIFYING INFORMATION)  FOOD  The following reflects the findings of the California Department of Public Health during an	) .ETE
The following reflects the findings of the California Department of Public Health during an	
California Department of Public Health during an	
Facility Reported Incident.	
Intake Complaint Number: CA00583213.  Representing the California Department of	
Public Health:  Surveyor ID number: 33549	
Census: 18 Sample: 3  An Immediate Jeopardy (IJ - a situation with the potential to harm the health and safety of the residents) was called under 483.12, Freedom from abuse, neglect, and exploitation (refer to F600 Free from Abuse and Neglect) on April 18, 2018, at 5:10 PM, in the presence of the facility Chief Executive Officer (CEO), the Interim Director of Nursing (IDON) and the Risk Compliance Officer (RCO).	
The CEO, IDON, and the RCO were verbally notified of the IJ situation identified based on the facility's failure to ensure residents were free from verbal abuse.	
The corrective action plan was reviewed and accepted on April 19, 2018, at 4:18 PM, in the presence of the Chief Nursing Officer (CNO), IDON, and the CEO.  The IJ was lifted on April 20, 2018, at 10:00 AM, in the presence of the CEO, CNO, and the IDON.	
LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE  TITLE  (X6) DATE  Electronically Signed  08/16/201	

Any Deficiency statement ending with an asterisk (*) denotes a deficiency which the institution may be excused from correcting providing it is determined that other safeguards provide sufficient protection to the patients. (See instructions.) Except for nursing homes, the findings stated above are disclosable 90 days following the date of the survey whether or not a plan of correction is provided. For nursing homes, the above findings and plans of correction are disclosable 14 days following the date these documents are made available to the facility. If deficiencies are cited, an approved plan of correction is requisite to continued program participation.

This form is a printed electronic version of the CMS 2567L. It contains all the information found on the standard document in much the same form. This electronic form once printed and signed by the facility administrator and appropriately posted will satisfy the CMS requirement to post survey information found on the CMS 2567L.

PRINTED: 08/28/2018 FORM APPROVED OMB NO. 0938-0391

		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 555468	(X2) MU A. BUIL B. WING		COMPLETE C	(X3) DATE SURVEY COMPLETED C 08/10/2018	
	OVIDER OR SUPPLIER	HOSPITAL		STREET ADDRESS, CITY, STATE, Z 41870 GARSTIN RD BIG BEAR LAKE, CA 9231			
(X4) ID PREFIX TAG	(EACH DEFICIEN	TATEMENT OF DEFICIENCIES ICY MUST BE PRECEDED BY FULL R LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF ( (EACH CORRECTIVE ACT) CROSS-REFERENCED TO T DEFICIENC	ION SHOULD BE HE APPROPRIATE	(X5) COMPLETE DATE	
F000	Continued From	page 1	F000				
F600 SS=L	Exploitation The resident has neglect, misappr and exploitation includes but is no corporal punishmany physical or cotreat the resident 483.12(a) The far 483.12(a)(1) Not physical abuse, coinvoluntary sectors	from Abuse, Neglect, and the right to be free from abuse, opriation of resident property, as defined in this subpart. This of limited to freedom from nent, involuntary seclusion and hemical restraint not required to 's medical symptoms.  cility must- use verbal, mental, sexual, or corporal punishment, or	F600	It is the policy of the facility to maintain an environment where the residents are free from verbal abuse. The staff member who addressed resident #1 with inappropriate language is no longer employed by the facility. The Chief Nursing Officer reported CNA 2 to the CNA Registry on 4/20/2018 for the substantiated Verbal Abuse. An in prompt abuse training was completed by the Director of Staff Development (DSD) and Interim Director of Nursing (IDON) to all Skilled Nursing Facility (SNF)staff regarding immediate reporting of allegation of abuse and abuse policy that was initiated on 4/13/2018 and completed by 4/27/2018. To enhance our compliance practice, the IDON emailed all SNF staff regarding allegation of abuse, reporting practices and compliance hot-line that was completed on 4/15/2018.		9/7/18 1	
· ************************************	facility failed to for procedure when of (Resident 1) was Certified Nursing providing care. To experience psy potential for other facility to be subject Findings:  On April 18, 2018 was conducted with Nursing (IDON) for Care unit, and the Care Skilled Nursing Care Skilled Nursing (IDON) for Care Skilled Nursing Care Skilled Nursing (IDON) for Care Skilled Nursing Care Skilled Nursing (IDON) for Care Skilled Nur	ew and record review, the allow their abuse policy and one of three sampled residents subjected to verbal abuse by a Assistant (CNA 2) while his failure caused Resident 1 whosocial harm and had the residents residing in the ected to abuse.  The facility's Inpatient Acute to Dependent Part/Long Terming Unit. The IDON stated, on		IDON discussed allegation reporting practices during held on 4/16/2018 & 4/19 continual compliance, the service all SNF staff on Exporting practices upon the two times a year.  Because all residents in the potential to be spoker inappropriately by staff meldon in association with make daily rounds to valid interactions for appropriate conversation as well as peresident interviews for the and safety of care. A Per Improvement Project, Safety	on of abuse, SNF a staff meeting /2018. To ensure a facility will inlice and at least the facility have a formance of appropriateness of appropriateness formance		

PRINTED: 08/28/2018 FORM APPROVED OMB NO. 0938-0391

STATEMENT OF OFFICIENCIES (X1) PROVIDER/SUPPLIER/CLIA (X2) MULTIPLE CONSTRUCTION (X3) DATE SURVEY AND PLAN OF CORRECTION IOENTIFICATION NUMBER: COMPLETED A. BUILDING C B. WING 555468 08/10/2018 NAME OF PROVIDER OR SUPPLIER STREET ADDRESS, CITY, STATE, ZIP CODE 41870 GARSTIN RD BEAR VALLEY COMMUNITY HOSPITAL BIG BEAR LAKE, CA 92315 (X4) ID SUMMARY STATEMENT OF DEFICIENCIES PROVIDER'S PLAN OF CORRECTION (X5) PREFIX (EACH DEFICIENCY MUST BE PRECEDED BY FULL PREFIX (EACH CORRECTIVE ACTION SHOULD BE COMPLETE TAG REGULATORY OR LSC IDENTIFYING INFORMATION) TAG CROSS-REFERENCED TO THE APPROPRIATE DATE DEFICIENCY) F600 Continued From page 2 F600 April 12, 2018, she received a report under her quality of care / no abuse, has been office door, describing an event in what implemented as of 4/12/2018 and will be appeared to be a potential allegation of verbal tracked monthly X 9 months on the SNF abuse involving a Certified Nursing Assistant Quality Assurance Performance (CNA 2) and Resident 1 of the Skilled Nursing Improvement (QAPI) Dashboard, Results Unit (SNU). The IDON stated she had not will be reported in every QAPI Committee. received any other communication from the At the end of the 9 months, the QAPI nursing staff regarding the event. committee members will evaluate the Safety feel safe & quality of care / no The IDON concurrently stated the contents of abuse indicator for continuation. the report contained information from CNA 1. modification or deletion. Permanent topic who had overheard CNA 2, velling loudly. of discussion of Resident Rights and safety "rollover" in order to place a bedpan under of care was added to the monthly Resident Resident 1. During this time, Resident 1 asked Council Meeting effective 4/17/2018. CNA 2 to "fix her pillow." CNA 1 overheard CNA 2 yelling "No! It is fine where it is. I am not To promote a non-punitive environment adjusting it every time I come in here. Do not that encourages a culture of reporting remove your pillow, I am not fixing it." suspected abuse, the Just culture Team or designee will in-service all SNF staff to the A review of an email received by the IDON Just Culture principles. Training started on dated, April 13, 2018, revealed the Licensed 5/21/2018 for all SNF staff and will be Vocational Nurse (LVN 1) informed the IDON of completion by 8/21/2018. In addition, to the event that occurred between CNA 2 and prevent the risk of retaliation in the Resident 1. LVN 1 wrote in the email of CNA 2's workplace, the Director of Staff rudeness, condescending attitude, and that CNA Development will 1 can be extremely brusque and unfriendly. complete an in-service with all SNF staff regarding Bear Valley Community Health On April 18, 2018, at 11:30 AM, during an Districts: Unlawful Harassment. interview with CNA 1, he confirmed he had Discrimination and Retaliation Prevention placed the written statement, with the ailegations and Complaint Policy with a completion of CNA 2's verbal abuse, under the IDON's date of 9/7/2018. The Director of Nursing office door, CNA 1 stated he heard CNA 2 and the Manager of Human Resources will yelling from Resident 1's room "I told you not to report any possible retaliatory actions to touch your pillow, now you fix it." the CNO immediately. Monthly tracking of Retaliatory During the interview with CNA 1, he stated that action will be reported to the QAPI in the past he had made an anonymous call to committee until December 2018. the Ombudsman (Long Term Care Ombudsman) Program, independent, trained and certified The Just Culture Panel met on 4/16/2018 advocates for residents living in long-term care and reviewed the substantiation of verbal facilities) reporting abuse and then reported the abuse. As a result, the IDON formally LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

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STATEMENT OF DEFICIENCIES (X1) PROVIDER/SUPPLIER/CL(A (X2) MULTIPLE CONSTRUCTION (X3) DATE SURVEY AND PLAN OF CORRECTION IDENTIFICATION NUMBER: COMPLETED A. BUILDING С B. WING 555468 08/10/2018 NAME OF PROVIDER OR SUPPLIER STREET ADDRESS, CITY, STATE, ZIP CODE 41870 GARSTIN RD BEAR VALLEY COMMUNITY HOSPITAL **BIG BEAR LAKE, CA 92315** (X4) ID SUMMARY STATEMENT OF DEFICIENCIES ID PROVIDER'S PLAN OF CORRECTION PREFIX PRÉFIX (EACH DEFICIENCY MUST BE PRECEDED BY FULL (EACH CORRECTIVE ACTION SHOULD BE COMPLETE TAG REGULATORY OR LSC IDENTIFYING INFORMATION) TAG CROSS-REFERENCED TO THE APPROPRIATE DATE DEFICIENCY) F600 Continued From page 3 F600 abuse to the Director of Nurses (DON). The coached CNA 1 and Licensed Vocational DON responded by yelling at him, stating he Nurse involved in incident on 4/20/2018. was not to call the Ombudsman; he was to Coaching included mandated reporter inform her [the DON] first, so she can address guidelines and duties; timeliness of the problem. She then pulled a sheet of paper reporting abuse, Avenues / options for off her office wall with a five star rating and reporting abuse; chain of command at the stated "See these stars, thank you, you just facility. dropped us one star." CNA 1 stated the DON crumpled up the paper and threw it at him. CNA 1 stated he left the DON's office and she followed him out of her office, continuing to yell at him in the nursing station, in front of the night and day shift nursing staff. CNA 1 stated the DON then turned to the nursing staff and said "No one is to call the Ombudsman unless you talk to me first, I will take care of the situation." CNA 1 stated after the incident, the Restorative Nurse Assistant (RNA - a nursing assistant who helps with patient mobility and ambulation) told him to go home that the DON did not want him there. CNA 1 stated he did not go to her for any issues, because her response was always "I'll take care of it, or I don't have time to talk right now, I'm very busy." CNA 1 stated he is fearful of reporting issues of abuse to the DON for fear of "retaliation," and that is why he waited so long to report the event that occurred between CNA 2 and Resident 1. During an interview with the Director of Staff Development (DSD) on April 20, 2018, at 10:30 AM, she stated CNA 2 always tried to change her assignment with other CNA's, CNA 2 always walked by resident's call lights, and other CNAs will have to attend to the resident's needs. The DSD stated after the incident between Resident 1 and CNA 2, she had interviewed Resident 1 who told her she does not feel safe and does not want CNA 2 LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

# DEPARTMENT OF HEALTH AND HUMAN SERVICES CENTERS FOR MEDICARE & MEDICAID SERVICES

PRINTED: 08/28/2018 FORM APPROVED OMB NO. 0938-0391

STATEMENT OF C	F DEFICIENCIES CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	A. BU	MULTIPLE CONSTRUCTION  IILDING	(X3) DATE SURVEY COMPLETED C	
		555468	B. WII	NG	08/10/2018	
	OVIDER OR SUPPLIER	HOSPITAL		STREET ADDRESS, CITY, STATE, ZIP CODE 41870 GARSTIN RD BIG BEAR LAKE, CA 92315		
(X4) ID PREFIX TAG	(EACH DEFICIEN	TATEMENT OF DEFICIENCIES CY MUST BE PRECEDED BY FULL R LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORREC (EACH CORRECTIVE ACTION SHO CROSS-REFERENCED TO THE APPR DEFICIENCY)	ULD BE COMPLETE	
F600	grabbed her han touch me." The D	page 4 he DSD stated Resident 1 d requesting, "Don't let her DSD stated she did not report to the DON for a couple of	F600			
	April 20, 2018, at has an aggressiv attitude while pro	ew with LVN 2, conducted on 11:03 AM, she stated CNA 2 re personality, displayed an viding care, and always wanted nother CNA when Resident 1 is				
	Assistant 3 (CNA 2018, at 11:50 Alduring the event CNA 1, she came anytime we call the day, we have to compare the compared to	ew with Certified Nursing 3), conducted on April 20, M, she stated she was present when the DON was "Mad at e out of her office stating ne state, no matter what time of call her first." CNA 3 stated this fortable and nervous to report				
	on April 20, 2018 articulating) she s the time, she is m lot of the time, sh things. She yells time. I do not war bathroom. It's the like me, she told in the she was the the she					
LABORATORY	April 20, 2018, at has a hostile attiti is extremely unfri stated Resident 1 her, stating, "I doi mean to me, she feel safe."	w with LVN 2, conducted on 1:20 PM, she stated CNA 2 ude toward Resident 1 and she endly to the residents. LVN 2 did not want CNA 2 to care for h't want her touching me, she is calls me names and I do not				

# DEPARTMENT OF HEALTH AND HUMAN SERVICES CENTERS FOR MEDICARE & MEDICAID SERVICES

PRINTED: 08/28/2018 FORM APPROVED OMB NO. 0938-0391

STATEMENT O AND PLAN OF (	F DEFICIENCIES CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	!	MULTIPLE CONSTRUCTION ULDING	(X3) DATE SURVEY COMPLETED C		
		555468	B. W	NG	08/10/	2018	
	OVIDER OR SUPPLIER LLEY COMMUNITY I	HOSPITAL	27	STREET ADDRESS, CITY, STATE, ZIP COI 41870 GARSTIN RD BIG BEAR LAKE, CA 92315	DE		
(X4) ID PREFIX TAG	(EACH DEFICIEN	TATEMENT OF DEFICIENCIES CY MUST BE PRECEDED BY FULL LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRE (EACH CORRECTIVE ACTION SH CROSS-REFERENCED TO THE APP DEFICIENCY)	OULD BE	(X5) COMPLETE DATE	
F600	of Resident 1), co 4:15 PM, she sta loud, and it was u she finally had en curtain requested Resident 2 said 0 Resident 3 stated embarrassed." Si apology.  During an intervision April 20, 2018	ew with Resident 2 (roommate onducted on April 20, 2018, at sted CNA 2 was "yelling really upsetting." Resident 2 stated nough and through the drawn I CNA 2 to lower her voice. CNA 2 told her to "Shut-up." It this "made her feel angry and he said CNA 2 offered no	F600				
	accept, or was en Resident 3 stated something for him stating she was h do, "I'll take care of Resident 3 stated own agenda and sinterruption. She i is authoritative."	CNA 2 does not understand, npathetic with our limitations. when he would ask her to do it, CNA 2 would respond by ere to do what she needs to of my responsibilities." he felt like she was on her she does not respond to s different from the others, she					
	Department of Agi Ombudsman Prog	cility document titled "California ing-Long -Term Care gram - Elder Abuse" with a 2007 State of California, ving:					
	Home Reform Act has the right to be must view elder at constantly be on the well as work to preabuseCalifornia to receive reports abuse of dependent facilities*	Law and the Federal Nursing clearly state that the resident free from abuse. Ombudsman buse as a priority and ne alert of its occurrence, as event any and all elder law also requires Ombudsmen of alleged and suspected nt adults in long-term care					
LABORATORY D	RECTOR'S OR PROVIDE	R/SUPPLIER REPRESENTATIVE'S SIGNATE	JRE	<del>1</del>			

# DEPARTMENT OF HEALTH AND HUMAN SERVICES PRINTED: 08/28/2018 CENTERS FOR MEDICARE & MEDICAID SERVICES

FORM APPROVED

OMB NO. 0938-0391

STATEMENT OF O	F DEFICIENCIES CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	A. BI	MULTIPLE CONSTRUCTION JILDING	(X3) DATE SURVEY COMPLETED C	
		555468	B, W	ING	08/10/2	2018
	OVIDER OR SUPPLIER	HOSPITAL		STREET ADDRESS, CITY, STATE, ZIP COD 41870 GARSTIN RD BIG BEAR LAKE, CA 92315	E	
(X4) ID PREFIX TAG	(EACH DEFICIEN	TATEMENT OF DEFICIENCIES CY MUST BE PRECEDED BY FULL LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORREC (EACH CORRECTIVE ACTION SHO CROSS-REFERENCED TO THE APPI DEFICIENCY)	OULD BE	(X5) COMPLETE DATE
F600	Valley Communit Employee Receip 2005, and signed acknowledged by	page 6 acility document titled "Bear by Healthcare District - New bt Checklist" dated February 8, I by [name of CNA 2,] by signature receipt of the ment - Dependent Adult Abuse	F600			
	Dependent Abuse and approved data following:  "Purpose: To insure resident/patient at the facility to main abuse and negled right to be free from Residents/patie abuse by any one Procedure: A. A volunteers will be	acility policy titled "Elder- e Policy - SNF -SNF" revised, te of June 25, 2015, defines the  are proper reporting of buse. Policy: It is the policy of ntain an environment free of it. The resident/patient has the om verbalmental abuse ints will not be subjected to includingfacility staff all potential new employees and screened for a history of				
· · · · · · · · · · · · · · · · · · ·	oral, written, or ge includes disparag residents/patients distance, regardle comprehend, or d includes, but is not employees or volutraining, and period. How staff shoul allegations without facility will identify situations in which analysis of the fact will include:3. Identify inappropri derogatory languary.	mistreatment of aVerbal Abuse: The use of estured language that willfully ing and derogatory terms towithin their hearing ess of their age, ability to isabilityMental Abuse: This of limited to humiliationD. All unteers will receive education, odic in-service training, about: Id report their knowledge of it fear of reprisalF. The correct and intervene in a buse, neglectA general ellity's risk for those incidents the Supervisor of staff will ate behavior such as using age, rough handling, and	URE			

# DEPARTMENT OF HEALTH AND HUMAN SERVICES CENTERS FOR MEDICARE & MEDICAID SERVICES

PRINTED: 08/28/2018 FORM APPROVED OMB NO. 0938-0391

	OF DEFICIENCIES CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) M A. BUII	ULTIPLE CONSTRUCTION  DING	(X3) DATE SURVEY COMPLETED		
		555468	B, WIN	G <u>(                                   </u>	08/10/	2018	
	OVIDER OR SUPPLIER	HOSPITAL		STREET ADDRESS, CITY, STATE, ZIP COD 41870 GARSTIN RD BIG BEAR LAKE, CA 92315	PE		
(X4) ID PREFIX TAG	(EACH DEFICIEN	TATEMENT OF DEFICIENCIES ICY MUST BE PRECEDED BY FULL R LSC IDENTIFYING INFORMATION)	ID " PREFIX TAG	PROVIDER'S PLAN OF CORRE (EACH CORRECTIVE ACTION SHI CROSS-REFERENCED TO THE APP DEFICIENCY)	OULD BE	(X5) COMPLETE DATE	
F600	allegations of ab telephone immed proper authoritie witnessed the ind	page 7 is during careIAll use will be reported by diately, or within 24 hours, to the s by the employee who cident: For the Skilled Nursing the Ombudsman or local law	F600				
	Jeopardy (IJ- a s harm the health a called under 483 neglect, and expl facility Chief Exe Director of Nursin Compliance Office The CEO, IDON, notified of the IJ facility's failure to from verbal abus	and the RCO were verbally situation identified based on the ensure residents were free					
IABORATORY	following compored following compored 1. The facility has culture of behaviors self-disclosure and quality services for community it services for community it services for community it services for community it services from the facility of the facility						

# DEPARTMENT OF HEALTH AND HUMAN SERVICES CENTERS FOR MEDICARE & MEDICAID SERVICES

PRINTED: 08/28/2018 FORM APPROVED OMB NO. 0938-0391

STATEMENT OF DEFICIENCIES (X1) PROVIDER/SUPPLIER/CLIA (X2) MULTIPLE CONSTRUCTION (X3) DATE SURVEY AND PLAN OF CORRECTION IDENTIFICATION NUMBER: COMPLETED A, BUILDING С B. WING 555468 08/10/2018 -NAME OF PROVIDER OR SUPPLIER STREET ADDRESS, CITY, STATE, ZIP CODE 41870 GARSTIN RD BEAR VALLEY COMMUNITY HOSPITAL BIG BEAR LAKE, CA 92315 (X4) ID PREFIX SUMMARY STATEMENT OF DEFICIENCIES ID PROVIDER'S PLAN OF CORRECTION (X5) COMPLETE (EACH DEFICIENCY MUST BE PRECEDED BY FULL PREFIX (EACH CORRECTIVE ACTION SHOULD BE TAG REGULATORY OR LSC IDENTIFYING INFORMATION) TAG CROSS-REFERENCED TO THE APPROPRIATE DATE DEFICIENCY) F600 Continued From page 8 F600 War and the 4. Formal coaching with [name of CNA 1] and the Licensed Vocational Nurse (LVN) involved with the incident to include the following: a. Mandated Reporter guidelines and duties. b. Timeliness of reporting abuse. c. Avenues/options for reporting abuse d. Chain of command at the facility, After review and verification that each component of the corrective action was in place. the IJ was lifted on April 20, 2018 at 10:00 AM, in the presence of the CEO, CNO, and the IDON. LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

### Tracy Lewis

From:

Sharon Dillon

Sent:

Thursday, August 23, 2018 10:49 AM

To:

Kerri Jex; Tracy Lewis

Subject:

FW: Facility POC Submission for State CA for Tag 0600 - VWXW11 - BEAR VALLEY

COMMUNITY HOSPITAL (Survey Completed 08/10/2018)

----Original Message----

From: ePOC_notify@ASPEN.QTSO.com <ePOC_notify@ASPEN.QTSO.com>

Sent: Thursday, August 16, 2018 2:21 AM

To: Samantha Wicker <Samantha.Wicker@bvchd.com>; Sharon Dillon <Sharon.Dillon@bvchd.com>

Subject: Facility POC Submission for State CA for Tag 0600 - VWXW11 - BEAR VALLEY COMMUNITY

HOSPITAL (Survey Completed 08/10/2018)

Facility: 555468/BEAR VALLEY COMMUNITY HOSPITAL

Facility Type SNF/NF

Survey Dates: 04/18/2018 - 08/10/2018

Event ID: VWXW11

Your Plan of Correction (POC) for Tag: 0600/Free from Abuse and Neglect was received via the ASPEN Web: Electronic Plan of Correction website on 08/16/2018.

If you feel this POC was submitted in error, please contact your state survey agency or CMS Regional office immediately.

Contact your state survey agency or CMS regional office, as appropriate, with questions regarding this matter.

Please do not reply to this message.

Thank you.

Email messages cannot be guaranteed to be secure or error-free as transmitted information can be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The Centers for Medicare & Medicaid Services therefore does not accept liability for any error or omissions in the contents of this message, which arise as a result of email transmission.

# **Quorum Board Minutes**

Addressing Changes in the Healthcare Landscape

# **Advancing Health Care: Part Two**

August 2018

# CMS Proposes Historic Changes to Modernize Medicare and Restore the Doctor-Patient Relationship Overview

On July 12, CMS proposed a series of substantial policy changes to reform Medicare. The changes to the Medicare Physician Fee Schedule (PFS) and Physician Quality Payment Program are slated to take effect in 2019.

According to CMS, the policy amendments will allow physician practices (both independent and hospital-owned) to advance the successful Medicare program and accomplish numerous benefits such as:

- Increased revenue from the Medicare program;
- · Additional access to quality care;
- Restored doctor-patient relationship by empowering clinicians to use their electronic health records (EHRs) to document clinically meaningful information; and
- Enhanced price transparency for Medicare services.

This issue of *Board Minutes* provides an overview of how the proposal impacts the Quality Payment Program. Last months *Board Minutes* provided overview of a other topics noted above.

# **Quality Payment Program**

Created by the Medicare Access and CHIP Reauthorization Act (MACRA), the Quality Payment Program (QPP) is meant to encourage greater quality and value among clinicians through participation in either Advanced Alternative Payment Models (Advanced APMs) or the Merit-based Incentive Payment Systems (MIPS). CMS proposes to continue the steady implementation of MIPS requirements, while focusing on outcomes, reducing burden, and promoting interoperability.

For the MIPS track, CMS proposes policies to remove low-value process-based quality measures and focus the MIPS Promoting Interoperability performance category (previously the Advancing Care Information category) on interoperability, patient access to their information, and aligning with the proposed Promoting Interoperability Program for hospitals.

CMS also proposes waiving MIPS requirements under the Medicare Advantage Qualifying Payment Arrangement Incentive (MAQI) demonstration for clinicians meeting sufficient participation levels in Medicare Advantage (MA) arrangements.

(Continued)



# Medicare Shared Savings Program (MSSP) Quality Measures

CMS is also proposing to reduce the total number of measures in the MSSP quality measure set to 24 (down from 31 in performance year 2018). Additionally, CMS is proposing to:

- · Add two new measures to the Patient Experience of Care Survey measures, and
- One new measure to the CMS Web Interface and claims-based measure.

These changes align with the industry-wide focus on creating patient-friendly emphasis on access, experience and quality.

Keeping with meeting consumer demands, CMS has also requested information from hospitals that own physician practices. In the CMS Inpatient PPS Final Rule published August 2, 2018, CMS finalized a requirement that hospitals post their prices on the hospitals web site. Today's consumers have purchasing power unlike ever before—making value, cost of care, price transparency and experience paramount to a health system's long-term viability.

### **Next Steps**

It is clear the disruptive consumer dynamic is here to stay. Board members should ask hospital management how the organization's strategies focus on patient experience and market dynamics. QHR conducted a series of three one-hour webinars on these issues and changes to Hospital Medicare Outpatient PPS and Physician Fee Schedule Final Rule. To view the recording, please visit www.qhrlearninginstitute.com. To receive your free code to watch the videos, please contact Jo_Piland@QuorumHealth.com.

# To read more on this topic, please visit:

- Proposed Rule
- Proposed Policy, Payment, and Quality Provisions Changes to the Medicare PFS for CY 2019 Fact Sheet
- Proposed Rule for the QPP Year 3 Fact Sheet
- MA Qualifying Payment Arrangement Incentive Demonstration Fact Sheet
- · https://www.fiercehealthcare.com/practices/cms-promises-to-restore-doctor-patient-relationship-2019-proposed-rule





# Finance Report July 2018 Results

# Summary for July 31, 2018

Cash

on Hand -

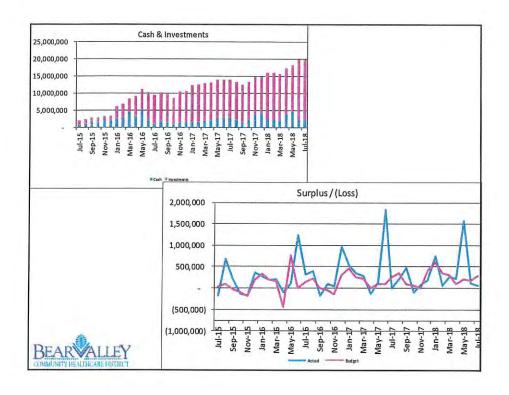
\$2,296,309

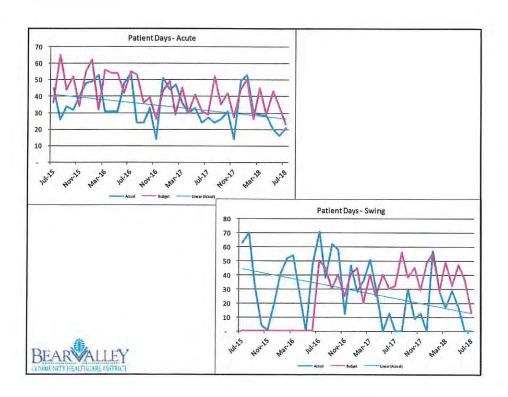
Investments -

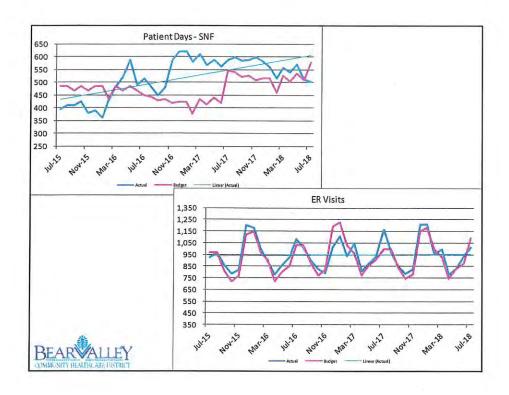
\$17,562,903

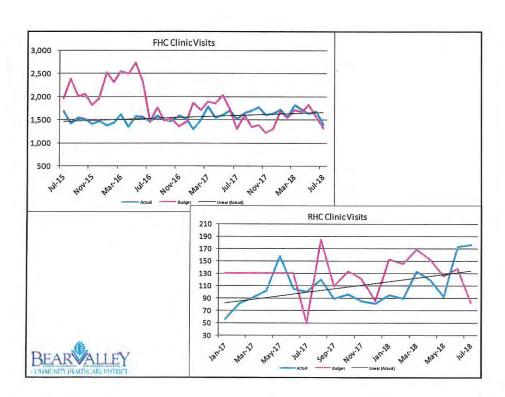
- Days Cash on hand, including investments with LAIF – 314
- Surplus of \$63,851 for the month is \$214,839 less than budgeted surplus of \$278,689
- Total Patient Revenue was under Budget by 2.9% for the month
- Net Patient Revenue was 12.9% under budget.
- Total Expenses were 4.5% lower than budget

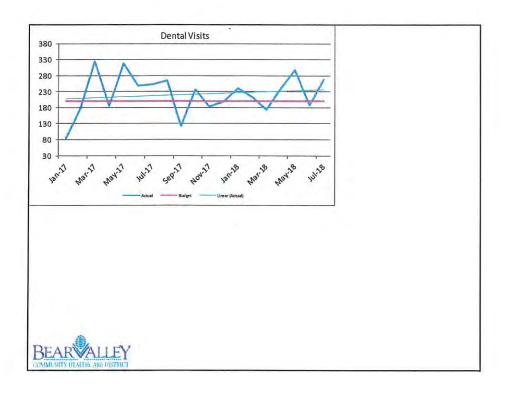


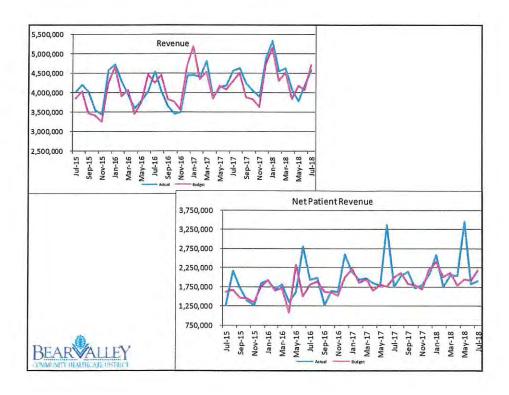


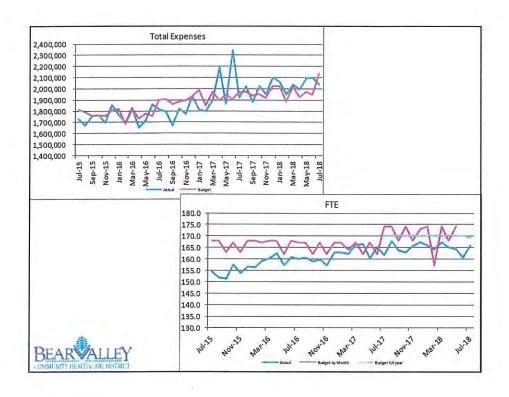


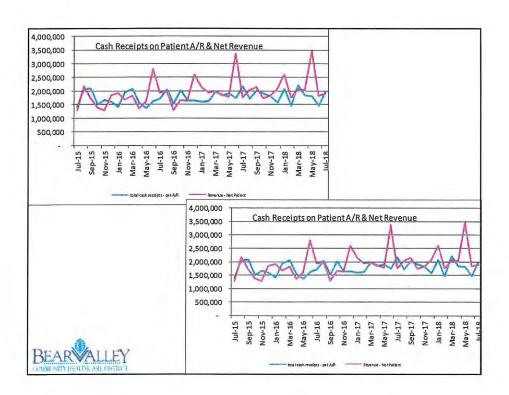


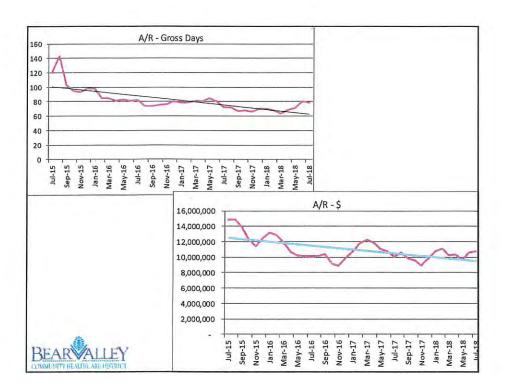














# July 2018 Financial Results

#### For the month . . .

Total Patient Revenue of \$4,570,784 for July was 2.9% under budget. Clinic revenue was 6.5% over budget. All other categories of revenue were under budget with acute / swing days 41% under budget, SNF days 13% under budget, and ER Visits 7% under budget

Revenue Deductions of \$2,682,534 were 5.7% higher than budget.

As a result, total operating revenue of \$1,907,691 was 13.9% lower than budget.

Total Expenses of \$2,036,009 were 4.5% lower than budget.

Our Surplus for the month of July 2018 was \$63,851, this was \$214,839 lower than budget for the month.

Our Operating Cash and Investments total \$19,859,212 as of the end of July. Total days cash on hand as of the end of July 2018 are 314.

#### **Key Statistics**

Acute / Swing patient days of 21 for the month were 41.7% under the budgeted amount. Patient days on SNF days totaled 502, this was 13% under budget. Emergency Room visits of 1,010 were 7% lower than budget.

FTE are under budget.

#### Bear Valley Community Healthcare District Financial Statements July 31, 2018 PRE AUDIT

# Financial Highlights—Hospital STATEMENT OF OPERATIONS

		A	В	C	D	E	F	G	н	1	J	
			Curre	nt Month			Year-to-Date					
		FY 16/17	FY 17/1	8	VARIA	NCE	FY 16/17	FY 17/1	FY 17/18		VARIANCE	
		Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%	
,	Total patient revenue	4,559,665	4,570,784	4,707,123	(136,339)	-2.9%	4,559,665	4,570,784	4,707,123	(136,339)	-2.9%	
2	Total revenue deductions	2,820,085	2,682,534	2,538,443	144,091	5.7%	2,820,085	2,682,534	2,538,443	144,091	5.7%	
3	% Deductions	62%	59%	54%	7000		62%	59%	54%		13.50	
4	Net Patient Revenue	1,739,580	1,888,250	2,168,680	(280,430)	-12.9%	1,739,580	1,888,250	2,168,680	(280,430)	-12.9%	
5	% Net to Gross	38%	41%	46%			38%	41%	46%			
6	Other Revenue	7,162	19,441	46,585	(27,144)	-58.3%	7,162	19,441	46,585	(27,144)	-58.3%	
7	Total Operating Revenue	1,746,742	1,907,691	2,215,265	(307,574)	-13.9%	1,746,742	1,907,691	2,215,265	(307,574)	-13.9%	
8	Total Expenses	1,922,831	2,036,009	2,131,295	(95,285)	-4.5%	1,922,831	2,036,009	2,131,295	(95,285)	-4.5%	
9	% Expenses	42%	45%	45%	- 175		42%	45%	45%	100000	1000	
0	Surplus (Loss) from Operations	(176,089)	(128,318)	83,970	(212,288)	252.8%	(176,089)	(128,318)	83,970	(212,288)	252.89	
	% Operating margin	-4%	-3%	2%		5	-4%	-3%	2%	2714271	-	
2	Total Non-operating	180,236	192,169	194,719	(2,550)	-1.3%	180,236	192,169	194,719	(2,550)	-1,3%	
3	Surplus/(Loss)	4,147	63,851	278.689	(214,839)	77.1%	4,147	63,851	278,689	(214,839)	77.1%	
4	% Total margin	0%	1%	6%	, , , , , ,		0%	1%	6%	, , , , , , , ,		

		Α	В	C	D	E
		July	July	June		
		FY 16/17	FY 17/18	FY 17/18	VARIA	NCE
					Amount	%
5	Gross Accounts Receivables	10.081.624	10,740,506	10,598,182	142,324	1.3%
6	Net Accounts Receivables	3,856,992	4,269,738	4,184,582	85,156	2.0%
7	% Net AR to Gross AR	38%	40%	39%	C-10-65	
8	Davs Gross AR	72.0	78.9	80.2	(1.3)	-1.6%
9	Cash Collections	2,156,050	1,963,652	1,453,312	510,340	35.1%
0	Settlements/IGT Transactions			2,489,686	(2,489,686)	-100.0%
1	Investments	10,894,184	17,562,903	17,562,903		0.0%
2	Cash on hand	2,926,360	2,296,309	2,312,422	(16,113)	-0.7%
3	Total Cash & Invest	13,820,544	19,859,212	19,875,325	(16,113)	-0.1%
4	Days Cash & Invest	228	314	312	2	0.7%
	Total Cash and Investments	13,820,544	19,859,212			
	Increase Current Year vs. Prior Year		6,038,668			

#### Bear Valley Community Healthcare District Financial Statements July 31, 2018 PRE AUDIT

#### Statement of Operations

		A	В	С	D	E	F	G	н	_ 1	J
				nt Month					nar-to-Date		
		FY 15/16	FY 164	17	VARL	MCE	FY 15/16	FY 184	47	VARIA	řĆE
		Actual	Actual	Budget	Amount	<b>*</b>	Actual	Actual	Budget	Amount	ja <b>4</b> 1
	Gross Patient Revenue				100				-		100
1	Inpatient	65,891	74,791	146,021	(71,230)	-48.8%	1,860,154	74,791	146,021	(71,230)	48.6%
. 2	Outpatient	868,939	972,222	1,007,781	(35,558)	35%	868,939	972,222	1,007,781	(35,558)	-3.5%
3	Clinio Revenue	347,893	342,650	321,810	20,840	6.5%	347,893	342,650	321,810	20,840	6.5%
4	Emergency Room	2,985,253	2,957,516	2,970,526	(13,000)	-0.4%	2,985,253	2,957,516	2,970,526	(13,000)	0.4%
5	Skilled Nursing Facility	261,793	223,604	260,965	(37,361)	-14.3%	261,793	223,604	260,985	(37,381)	14.3%
6	Total patient revenue	4,559,865	4,570,764	4,707,123	(136,336)	-2.9%	4,559,665	4,570,784	4,707,123	(136,339)	-2.9%
	Revenue Deductions										
7	Contractual Allow	2,548,409	2,320,968	2,371,339	(50,381)	-2.1%	2,548,409	2,320,958	2,371,339	(50.361)	-2.1%
	Contractual Allow PY		62		62	#DMO	7,010,100	62	2,31 1,000		
9	Charity Care	7,675	15,343	9,885	5.458	55.2%	7,675	15.343	9.885	62 5.458	#DM0I
10		(746)	806	8,944	(6,136)	-91.0%	(746)	806	8,944	(8,136)	-91.0%
11		11,532	13,989	7,061	6,926	90.1%	11,532	13,969	7.061	6,926	98.1%
12		4,711	12,793	3,766	9,027	239.7%	4,711	12.793	3,766	9.027	239.7%
13	Bad Debta	(59,348)	215,076	137,448	77,628	56.5%	(59,348)	215,076	137,448	77.628	50.5%
14		190,797	103,506	- 1	103,506	MONION	307,852	103,506		103,506	IOMO.
15	Total revenue deductions	2,820,065	2,682,534	2,538,443	144,091	5.7%	2,820,085	2,582,534	2,538,443	144,001	5.7%
16	Not Patient Revenue	1,739,580	1,688,250	2,168,680	(260,430)	12.9%	1,739,580	1,888,250	2,168,680	( N. A. 44-07)	
	•				1. 7: 7:	12.7	- 1,100,000	1,000,230	2,(05,000)	(280,430)	12.9%
	grose revenue including Prior Year Contractual Altowances as a percent to	40.2%	40.2%		40.2%		40.2%	447.4%	447.4%	0.0%	9.54
	gross revenue WO PY and Other CA	39.2%	39.2%		39.2%		39.2%	437,2%	437.2%	0.0%	
17	Other Revenue	7,162	19,441	46,585	(27,144)	-58.3%	7,162	19,441	46,586	(27 144)	58.3%
18	Total Operating Revenue	1,746,742	1,907,891	2,215,265	(307,574)	-13.9%	1,746,742	1,907,691	2,215,266	(307,574)	-13.9%
	Expenses									W. T. S.	
19		800,028	885,068	874,957	10,111	12%	800,028	885,068	674,957	10 111	12%
20	Employee Benefits	286,721	303,328	352,615	(49,287)	-14.0%	286,721	303,326	352,615	(49,267)	14.0%
21	Registry	12,718		- 1		#DIMO!	12,718	-	1	egong to the fig.	#DMO
	Salaries and Benefits	1,099,467	1,186,396	1,227,572	(39,176)	-3.2%	1,099,457	1,188,396	1,227,572	(30,174)	3.2%
23		163,392	173,695	161,233	12,462	7.7%	163,392	173,695	161,233	12,462	7.7%
	Supplies	130,716	121,217	133,961	(12,744)	-9.5%	130,715	121,217	133,961	(12,744)	2.5%
	Utilities	42,342	46,712	42,714	3,998	9.4%	42,342	46,712	42,714	3,998	9.4%
26	Repairs and Maintenance	22,461	17,407	28,074	(10,667)	-30.0%	22, <b>4</b> 61	17,407	28,074	(10,667)	-30.0%
27	Purchased Services Insurance	302,014 25,762	325,455 28,258	347,675	(22,219)	6.4%	302,014	325,455	347,675	22,219	8.4%
	Depreciation	48,568	76,489	26,975 81,667	1,283	4.8%	25,752	28,258	26,975	1,283	4.5%
		46,445	11,421	21,112	(5,178)	-6.3% -45.9%	48,558	76,489	81,657	(5, 176)	-6.3%
32	Dues and Subscriptions	5,518	6.882	5,910	(9,691) 972	16.4%	46,445 5,518	11,421	21,112	(9,661)	45.9%
	Other Expense,	36,147	40,078	54,402	(14,324)	-26,3%	36,147	6,882 40,078	5,910	972	16.4%
34	Total Expenses	1,922,831	2,035,009	2,131,295	(95,285)	4.5%	1,922,831	2,038,000	54,402 2,131,295	(14,324)	4.5%
35	Surplus (Loss) from Operations	(176,060)	(128,318)	83,970	(212,288)	252.6%	(178,089)	(126,318)	83,970	(2)2,280	Si mi
	, , , , ,		(		(			(100,000)	00400	(E)Carry	. est.en
	Non-Operating Income										er a er
37	Text Revenue	186,047	184,244	184,244	(Q)	0.0%	186,047	184,244	184,244	(0)	0.0%
38	Other non-operating	<b></b>	15,020	3 133	11,887	379.4%	_الــــــــــــــــــــــــــــــــــــ	15,020	3,133	11,887	379.4%
	Interest Income	1,906	543	15,125	(14.582)	-96.4%	1,906	543	15,125	(14,582)	95.4%
	Interest Expense	(7,717)	(7,638)	(7,783)	145	-1.9%	(7,717)	(7,636)	(7,783)	145	1.9%
39	Total Non-operating	180,236	192,169	194,719	(2.580)	1.7%	180,236	192,169	194,719	(2,550)	4.5%
40	Surplus/(Loss)	4,147	63,851	278,689	(214,830)	77.1%	4147	BVCHD:USV:2	018 F	Religion	AL THE
	• •			,		, ,		2 · 3 · 10 · 40 / 12	<u> </u>	- Alvinos R	· 17:14

#### Bear Valley Community Healthcare District Financial Statements

#### **Current Year Trending Statement of Operations**

#### A Statement of Operations—CURRENT YEAR 2019

		-		
	Crees Delient Deute	E	July	YTD
	Gross Patient Revenue	-	74.704	74 704
1 2	Inpatient	-	74,791 972,222	74,791 972,222
3	Outpatient	-	342,650	342,650
4	Clinic Emamanau Baam	-		2,957,516
	Emergency Room	-	2,957,516	
5	Skilled Nursing Facility Total patient revenue	-	223,604	223,604
6	Total patient revenue	L	4,570,784	4,570,784
	Revenue Deductions	CIA	0.51	0.51
7	Contractual Allow		2,320,958	2,320,958
8	Contractual Allow PY		62	62
9	Charity Care		15,343	15,343
10	Administrative		806	806
11	Policy Discount		13,989	13,989
12	Employee Discount		12,793	12,793
13	Bad Debts		215,076	215,076
14	Denials		103,506	103,506
	Total revenue	- 1		
15	deductions	L	2,682,534	2,682,534
	A Parket Company	-	0.59	-
16	Net Patient Revenue	L	1,888,250	1,888,250
	net / tot pat rev		41.3%	41.3%
17	Other Revenue	Г	19,441	19,441
	Total Operating			
18	Revenue		1,907,691	1,907,691
		-		
	Expenses	- 6	405 000	205 000
19	Salaries	-	885,068	885,068
20		-	303,328	303,328
21	Registry	-		
	Salaries and Benefits	-	1,188,396	1,188,396
	Professional fees	-	173,695	173,695
	Supplies	-	121,217	121,217
	Utilities		46,712	46,712
	Repairs and Maintenance	- 1	17,407	17,407
	Purchased Services		325,455	325,455
	Insurance		28,258	28,258
	Depreciation	_	76,489	76,489
	Rental and Leases		11,421	11,421
	Dues and Subscriptions		6,882	6,882
33	Other Expense.	-	40,078	40,078
34	Total Expenses		2,036,009	2,036,009
	Surplus (Loss) from			
35	Operations		(128,318)	(128,318)
36	Non-Operating Income			
37	Tax Revenue		184,244	184,244
38	Other non-operating	-	15,020	15,020
30	Interest Income	-	543	543
	Interest Expense		(7,638)	(7,638)
20		-		192,169
39	Total Non-operating	_	192,169	192,169

#### 2018-19 Actual BS

	July	June
ASSETS:		
Current Assets		
Cash and Cash Equivalents (Includes CD's)	2,296,309	2,312,422
Gross Patient Accounts Receivable	10,740,258	10,597,934
Less: Reserves for Allowances & Bad Debt	6,470,520	6,413,352
Net Patient Accounts Receivable	4,269,738	4,184,582
Tax Revenue Receivable	2,210,931	36,861
Other Receivables	-245,189	-1,872,958
Inventories	130,292	233,454
Prepaid Expenses	299,848	199,838
Due From Third Party Payers	0	
Due From Affiliates/Related Organizations Other Current Assets	0	
Other Current Assets		
Total Current Assets	8,961,928	5,094,199
Assets Whose Use is Limited		
Investments	17,562,903	17,562,903
Other Limited Use Assets	144,375	144,375
Total Limited Use Assets	17,707,278	17,707,278
Property, Plant, and Equipment		
Land and Land Improvements	570,615	570,615
Building and Building Improvements	9,758,672	9,758,672
Equipment	11,779,820	11,761,910
Construction In Progress	48,953	32,516
Capitalized Interest	De Vertera	22 22 272
Gross Property, Plant, and Equipment	22,158,060	22,123,712
Less: Accumulated Depreciation	13,685,197	13,608,221
Net Property, Plant, and Equipment	8,472,863	8,515,491
TOTAL UNRESTRICTED ASSETS	35,142,069	31,316,969
Restricted Assets	0	0
TOTAL ASSETS	35,142,069	31,316,969

BVCHD July 2018 Financial Report - 11 of 14

#### 2018-19 Actual BS

BALANCE SHEET	Total I	1000
LIABILITIES:	July	June
and the state of t		
Current Liabilities	man and a	444
Accounts Payable	954,160	875,521
Notes and Loans Payable	- WAR-122	600 100
Accrued Payroll	705,323	708,877
Patient Refunds Payable	0.000.000	
Due to Third Party Payers (Settlements)	1,983,651	2,290,023
Advances From Third Party Payers	2 22 2 22 2	22.717
Current Portion of Def Rev - Txs,	2,061,687	35,000
Current Portion - LT Debt	35,000	34,996
Current Portion of AB915		
Other Current Liabilities (Accrued Interest & Accrued Other)	7,630	7,621
Total Current Liabilities	5,747,451	3,952,039
Long Term Debt		
USDA Loan	2,895,000	2,895,000
Leases Payable	0	0
Less: Current Portion Of Long Term Debt	35,000	35,000
Total Long Term Debt (Net of Current)	2,860,000	2,860,000
Other Long Term Liabilities		
Deferred Revenue	0	0
Other	0	
Total Other Long Term Liabilities	0	0
TOTAL LIABILITIES	8,607,451	6,812,039
Fund Balance		
Unrestricted Fund Balance	26,470,768	20,663,982
Temporarily Restricted Fund Balance	0	
Equity Transfer from FRHG	0	
Net Revenue/(Expenses)	63,851	3,840,948
TOTAL FUND BALANCE	26,534,619	24,504,930

Units of Service	ı
For the period ending: July 31, 2018	

			ent Month			Bear Valley Community Hospital				o-Date		
Jul		Jul-17	Actual -B		ActAct.		Jul		Jul-17	Actual -B		Act-Act
Actual	Budget	Actual	Variance	Var %	Var%		Actual	Budget	Actual	Variance	Var %	Var%
21	23	27	(2)	-8.7%	-22.2%	Med Surg Patient Days	21	23	27	(2)	-8.7%	-22.2
14	13	-	(13)	0.0%	#DIV/0!	Swing Patient Days	4	13	- 2	(13)	0.0%	#DIV/0!
502	578	589	(76)	-13.1%	-14.8%	SNF Patient Days	502	578	589	(76)	-13.1%	-14.8
523	614	616	(91)	-14.8%	-15.1%	Total Patient Days	523	614	616	(91)	-14.8%	-15.1
7	14	11	(7)	-50.0%	-36.4%	Acute Admissions	7	14	11	(7)	-50.0%	-36.4
7	14	14	(7)	-50.0%	-50.0%	Acute Discharges	7	14	14	(7)	-50.0%	-50.0
3.0	1.6	1.9	1.4	82.6%	55.6%	Acute Average Length of Stay	3.0	1.6	1.9	1.4	82.6%	55.6
0.7	0.7	0.9	(0.1)	-8.7%	-22.2%	Acute Average Daily Census	0.7	1	0.9	(0.1)	-8.7%	-22.2
16.2	19.1	19.0	(2.9)	-15.1%	-14.8%	SNF/Swing Avg Daily Census	16.2	19	19.0	(2.9)	-15.1%	-14.8
16.9	19.8	19.9	(2.9)	-14.8%	-15.1%	Total Avg. Daily Census	16.9	20	19.9	(2.9)	-14.8%	-15.1
37%	44%	44%	-7%	-14.8%	-15.1%	% Occupancy	37%	44%	44%	-7%	-14.8%	-15.1
12	13	11	(1)	-7.7%	9.1%	Emergency Room Admitted	12	13	11	(1)	-7.7%	9.1
998	1,077	1,148	(79)	-7.3%	-13.1%	Emergency Room Discharged	998	1,077	1,148	(79)	-7.3%	-13.1
1,010	1,090	1,159	(80)	-7.3%	-12.9%	Emergency Room Total	1,010	1,090	1,159	(80)	-7.3%	-12.9
33	35	37	(3)	-7.3%	-12.9%	ER visits per calendar day	33	35	37	(3)	-7.3%	-12.9
171%	93%	100%	700%	753.8%	71.4%	% Admits from ER	171%	93%	100%	700%	753.8%	71.4
-	3-1		÷	0.0%	#DIV/0!	Surgical Procedures I/P	130	÷	+	-	0.0%	#DIV/0!
8	9	12	(1)	-11.1%	-33.3%	Surgical Procedures O/P	8	9	12	(1)	-11.1%	-33.0
8	9	12	(1)	-11.1%	-33.3%	TOTAL Procedures	8	9	12	(1)	-11.1%	-33.
779	1,047	135	(268)	-25.6%	477.0%	Surgical Minutes Total	779	1,047	135	(268)	-25.6%	477.0

### Units of Service For the period ending: July 31, 2018

Current Month						Bear Valley Community Hospital	Year-To-Date					
Jul-18		Jul-17	Actual -Budget		ActAct.	A CONTRACTOR OF THE PARTY OF	Jul-18		Jul-17	Actual -Budget		ActAct.
Actual	Budget	Actual	Variance	Var %	Var %		Actual	Budget	Actual	Variance	Var %	Var %
7,142	6,383	6,611	759	11.9%	8.0%	Lab Procedures	7,142	6,383	6,611	759	11.9%	8.0%
845	747	142	98	13.1%	494.8%	X-Ray Procedures	845	747	142	98	13.1%	494.8%
323	261	223	62	23.8%	44.8%	C.T. Scan Procedures	323	261	223	62	23.8%	44.8%
244	221	226	23	10.4%	8.0%	Ultrasound Procedures	244	221	226	23	10.4%	8.0%
31	62	42	(31)	-50.0%	-26.2%	Mammography Procedures	31	62	42	(31)	-50.0%	-26.2%
300	327	332	(27)	-8.3%	-9.6%	EKG Procedures	300	327	332	(27)	-8.3%	-9.6%
65	95	113	(30)	-31.6%	-42.5%	Respiratory Procedures	65	95	113	(30)	-31.6%	-42.5%
1,455	1,115	1,227	340	30.5%	18.6%	Physical Therapy Procedures	1,455	1,115	1,227	340	30.5%	18.6%
1,559	1,392	1,613	167	12.0%	-3.3%	Primary Care Clinic Visits	1,559	1,392	1,613	167	12.0%	-3.3%
268	200	252	68	34.0%	6.3%	Specialty Clinic Visits	268	200	252	68	34.0%	6.3%
1,827	1,592	1,865	235	14.8%	-2.0%	Clinic	1,827	1,592	1,865	235	14.8%	-2.0%
70	61	72	9	14.8%	-2.0%	Clinic visits per work day	10	9	10	1	14.8%	-2.0%
19.6%	20.00%	18.40%	-0.40%	-2.00%	6.52%	% Medicare Revenue	19.60%	20.00%	18.40%	-0.40%	-2.00%	6.52%
34.00%	39.00%	38.60%	-5.00%	-12.82%	-11.92%	% Medi-Cal Revenue	34.00%	39.00%	38.60%	-5.00%	-12.82%	-11.92%
40.70%	36.00%	38.80%	4.70%	13.06%	4.90%	% Insurance Revenue	40.70%	36.00%	38.80%	4.70%	13.06%	4.90%
5.70%	5.00%	4.20%	0.70%	14.00%	35.71%	% Self-Pay Revenue	5.70%	5.00%	4.20%	0.70%	14.00%	35.71%
141.0	156.88	142.1	(15.9)	-10.1%	-0.7%	Productive FTE's	141.03	156.88	142.1	(15.9)	-10.1%	-0.7%
166.0	173.94	161.8	(7.9)	-4.6%	2.6%	Total FTE's	166.02	173.94	161.8	(7.9)	-4.6%	2.6%



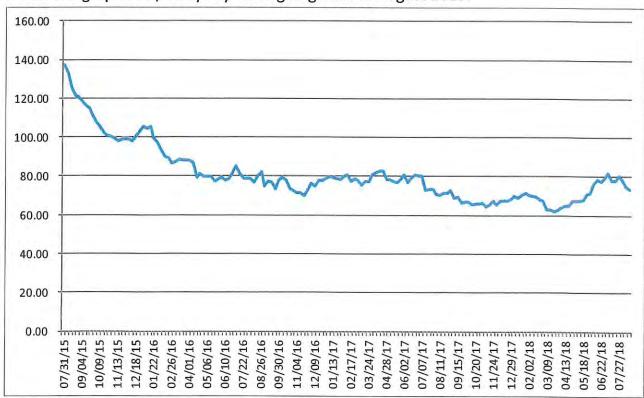
#### **CFO REPORT for**

# September 2018 Finance and Board meetings

# TruBridge - Accounts Receivable Management

Accounts Receivable days at the end of our fiscal year, June 30, 2018, were 80.2. At the end of July 2018, they had come down only slightly, to 78.9. As of 17 August 2018, days were down to 73.4.

# Below is a graph of A/R days by week going back to August 2015.



# We are still working on issues such as -

- a change in billing requirements for SNF accounts that caused claims to not be paid. All accounts have been rebilled
- increased resources work Commercial accounts

### 340B - Pharmacy Program

A 304B Sub-Committee has been formed which will meet each quarter to monitor activities, policies, and etc.

We have implemented a 340B program for some drugs (which we are tracking manually).

There may be a bigger financial opportunity with a "retail" program. That would require an automated system to track the expected higher volume of transactions and tracking with pharmacies. We are continuing to evaluate companies and interface opportunities.

We also need to be mindful of the very favorable pricing we get through our relationship with QHR and the HealthTrust Purchasing Group in light of the 304B changes discussed at the State and Federal level.

### **Employee Benefits**

There is no update on Open Enrollment and the prospect of using some of the savings we will see in Workers Comp expense for other uses (including medical helicopter insurance).

### **QHR Productivity Benchmarking Assessment**

We have begun providing data to the QHR consultants in preparation for on-site work. Scheduling conflicts have not allowed for confirmation of a date for them to come to Big Bear.

# Clinic Benchmarking work with QHR

Staff continue to work on benchmark data for the West for benchmarks based on visits per hour.